

<p>7. Description of My Financial Interest (Describe in what manner the public servant or "dependent" expects to derive a personal benefit from, or otherwise, has a pecuniary interest in, value of contract or purchase(s); if reasonably determinable, state the approximate dollar value. Check, Director, Disclose and Embarrassed affiliated companies.</p>			
<p>(Attach extra pages if additional space is needed.)</p> <p>Approval of Appointing Officer or Body (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):</p> <p>I (We) being the _____ Board of Commissioners Body)</p> <p>Name of Governmental Entity Warrick County, Indiana</p> <p>Title or Officer or Board of Commissioners Body)</p> <p>and having the power to appoint</p> <p>Robert H. Johnson, Jr. President, Commissioner Commissioner Office</p> <p>Vice President, Commissioner</p> <p>Date of Action on Contract or Purchase (month, day, year)</p> <p>Effective Dates (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase):</p>			

Page 2 of 3

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT
State Board of Accounts Form 200
July 1, 2000

7. Description of my financial interest (Description of what interest you public servant has in the contract or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit); if reasonably determinable, state the amount of all related compensation.

8. Approval of Appointing Officer or Body (To be completed if the public servant was appointed by an elected officer or body):
I (We) being the _____ (Title or Name of Governmental Body)
of _____ (Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing Public servant in the above described contract(s) or agreement(s), which is a conflict of interest, provided that such conflict of interest is not prohibited by statute, rule, or regulation, and is not to be construed as a cause to any illegal act.

Martin Weisheit



Robert H. Johnson, Jr.

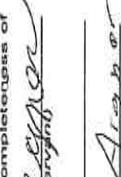


Effective Dates (Contract or interest statement must be submitted to the governmental entity prior to final action on the contract or purchase):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

Page 2 of 3

10. Affirmation of Public Servant: This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named Public Servant.
Signed: 
Don Ballard
Signature of Public Servant

Date: 3/27/17
(month, day, year)

Printed Name: Don Ballard
(Please print legibly.)

Email Address:

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Department of Management, Indiana Statehouse, Room E-418, 302 West Washington Street, Indianapolis, Indiana 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final actions on the contract or purchase.

MEMORANDUM

TO: Don Ballard,
LPA Right of Way Supervisor INDOT
THRU: The Board of Commissioners of Warrick County
THRU: Rick Bennett, Acquisition Manager Lechner
Group, Inc.
RW AGENT: Nancy E. Hermann
RWS South, Inc.
SUBJECT: Recommendation for Administrative Settlement

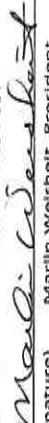
The County's fair market value determination of \$2,135.00 for 0.132 acres of permanent (fee simple) right-of-way, 0.075 acres of temporary easement, land improvements, and cost-to-cure was offered to the owners. During the negotiations the property owners requested an additional \$5,985.00 based on an estimate (Exhibit "A") obtained from Mr. Doug Shoulers. As indicated on the sketch (Exhibit "B"), a portion of the septic laterals are located within the temporary easement and a portion of the natural gas line was located. During negotiations, the property owners requested that the Warrick County Health Department and Environmental Health Division be handled directly by the Warrick County Health Department and that the new lateral be installed within the temporary easement and not the permanent easement. The Board of Commissioners of Warrick County is committed to make every reasonable effort to acquire real property expeditiously by agreements with owners and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement with the property owners and to relocate the septic laterals outside the temporary easement to avoid damage during construction.

As an alternative, the condemner's proposal will take 4 to 6 months to clear the parcel, and on the average 1 year to settle the case. The favorable settlement is 30% more than the County will incur and average of \$5,000.00 in legal fees and if the owners receive a favorable jury award than the County will pay their share of \$5,000.00. In addition, the project is scheduled for a 11/15/17 letting. Even if inflation remains low at 2% or 3% a delay in construction will result in a substantial loss to the County.

We believe, therefore, it is in the best interest of the County to settle this parcel for \$13,120.00. This is an increase of \$5,985.00 over the appraised amount, but a great deal of time and money can be saved by settling this parcel as opposed to acquiring it through condemnation.

Therefore, the County's acquisition agent is directed to offer \$13,120.00 to the owners. Should they not accept, then the additional \$5,985.00 will be withdrawn and the \$7,435.00 figure will remain the approved amount.

THIS RECOMMENDATION APPROVED:

 (Date)
 (Date)
 (Date)

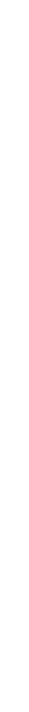
 (Signature)

 (Signature)

 (Signature)

 (Signature)

 (Signature)

 (Signature)

DATE: March 20, 2017

Project: 0500G41

Road: Oak Grove Road, Phase III

Parcel: 41

City: Newburgh

County: Warrick

Owner: Gregory S. & Mary M. Huffman

CURRENT Site by Name	PRODUCT	Description	Line Rate
Service Address: Warrick County Old Courthouse 107 W. Locust Street Boonville, IN 47601	Free CATV		\$0.00
	Centrex Line	812.897-6108	\$11.22
	Centrex Line	812.897-6117	\$11.22
	Centrex Line	812.897-6174	\$11.22
	Centrex Line	812.897-6195	\$11.22
	Centrex Line	812.897-6285	\$11.22
	Centrex Line	812.897-6290	\$11.22
	Centrex Line	812.897-6293	\$11.22
	Centrex Line	812.897-6402	\$11.22
	Centrex Line	812.897-6405	\$11.22
	Access Fee CATV Service	For POTS and Centrex (\$5)	\$58.50
			\$0.00
			\$159.45

PROPOSED Site by Name	PRODUCT	Description	Line Rate
Service Address: Warrick County Old Courthouse 107 W. Locust Street Boonville, IN 47601	Free CATV		\$0.00
	POTS line	812.897-6108	\$14.99
	POTS line	812.897-6117	\$14.99
	POTS line	812.897-6174	\$14.99
	POTS line	812.897-6285	\$14.99
	POTS line	812.897-6290	\$14.99
	POTS line	812.897-6293	\$14.99
	POTS line	812.897-6402	\$14.99
	POTS line	812.897-6406	\$14.99
	Access Fee IAD	For POTS and Centrex (\$5) for POTS lines	\$6.50
	CATV Service		\$45.99
			\$0.00
			\$167.46

40B225

CURRENT Site by Name	PRODUCT	Description	Line Rate
Service Address: Warrick County Prosecutor 1 County Square Boonville, IN 47601	15Mb download/2Mb upload Static IP	High Speed Data	\$119.00
			\$53.00
			\$122.00

PROPOSED Site by Name	PRODUCT	Description	Line Rate
Service Address: Warrick County Prosecutor 1 County Square Boonville, IN 47601	120/15 Static IP Modem Rental Charge	High Speed Data	\$93.00
			\$14.99
			\$7.00
			\$114.99

40S226

Site by Name	Solu DIA	Block of 5 IP addresses	Fiber Internet
Warrick County Sheriff's Dept 100 W State Rd 62 Boonville, IN 47601	472.15		\$ 21.99
	472.15-2015		\$ 10.00
	812.897-6066		\$ 14.99
	812.897-6068		\$ 14.99
	812.897-2084		\$ 14.99
	812.897-3006		\$ 14.99
	812.897-3025		\$ 14.99
	812.897-3054		\$ 14.99
	812.897-6093		\$ 14.99
	812.897-6095		\$ 14.99
	812.897-6096		\$ 14.99
	812.897-8097		\$ 14.99
	812.897-8098		\$ 14.99
	812.897-6130		\$ 14.99
	812.897-7510		\$ 14.99
	812.897-6192		\$ 14.99
	812.897-6196		\$ 14.99
	812.897-6198		\$ 14.99
	812.897-6219		\$ 14.99
	812.897-6403		\$ 14.99
	812.897-6420		\$ 14.99
	812.897-6969		\$ 14.99
	812.897-7753		\$ 14.99
	812.897-7754		\$ 14.99
	812.897-7755		\$ 14.99
	812.897-8002		\$ 14.99
	812.897-8012		\$ 14.99
	812.897-8024		\$ 14.99
	812.897-8026		\$ 14.99
	812.897-8028		\$ 14.99
	812.897-8029		\$ 14.99
	812.897-8030		\$ 14.99
	812.897-8031		\$ 14.99
	812.897-8032		\$ 14.99
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	812.897-8064		\$ 14.99
	812.897-8065		\$ 14.99
	812.897-8066		\$ 14.99
	812.897-8067		\$ 14.99
	812.897-8068		\$ 14.99
	812.897-8069		\$ 14.99
	812.897-8070		\$ 14.99
	812.897-8071		\$ 14.99
	812.897-8072		\$ 14.99
	812.897-8073		\$ 14.99
	812.897-8074		\$ 14.99
	812.897-8075		\$ 14.99
	812.897-8076		\$ 14.99
	812.897-8077		\$ 14.99
	812.897-8078		\$ 14.99
	812.897-8079		\$ 14.99
	812.897-8080		\$ 14.99
	812.897-8081		\$ 14.99
	812.897-8082		\$ 14.99
	812.897-8083		\$ 14.99
	812.897-8084		\$ 14.99
	812.897-8085		\$ 14.99
	812.897-8086		\$ 14.99
	812.897-8087		\$ 14.99
	812.897-8088		\$ 14.99
	812.897-8089		\$ 14.99
	812.897-8090		\$ 14.99
	812.897-8091		\$ 14.99
	812.897-8092		\$ 14.99
	812.897-8093		\$ 14.99
	812.897-8094		\$ 14.99
	812.897-8095		\$ 14.99
	812.897-8096		\$ 14.99
	812.897-8097		\$ 14.99
	812.897-8098		\$ 14.99
	812.897-8099		\$ 14.99
	812.897-8100		\$ 14.99
	812.897-8101		\$ 14.99
	812.897-8102		\$ 14.99
	812.897-8103		\$ 14.99
	812.897-8104		\$ 14.99
	812.897-8105		\$ 14.99
	812.897-8106		\$ 14.99
	812.897-8107		\$ 14.99
	812.897-8108		\$ 14.99
	812.897-8109		\$ 14.99
	812.897-8110		\$ 14.99
	812.897-8111		\$ 14.99
	812.897-8112		\$ 14.99
	812.897-8113		\$ 14.99
	812.897-8114		\$ 14.99
	812.897-8115		\$ 14.99
	812.897-8116		\$ 14.99
	812.897-8117		\$ 14.99

CURRENT
Site by Name
Service Address

PRODUCT	Description	Line Rate
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PRODUCT	Description	Line Rate
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Business

Business

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Warrick County Board of Commissioners Meeting Minutes

March 27, 2017

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Business

Signature: <u>David Allen</u>	
Date: 3/27/17	
Print Name: David Allen	
Title: Warrick County Sheriff	
Address: 100 S. Main Street, Room 100, Evansville, IN 47601	
Phone: (812) 433-1117	
Fax: (812) 433-1118	
Email: dallen@warrickcountysheriff.org	

Business

Signature: <u>David Allen</u>	
Date: 3/27/17	
Print Name: David Allen	
Title: Warrick County Sheriff	
Address: 100 S. Main Street, Room 100, Evansville, IN 47601	
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Phone: (812) 433-1117	
Fax: (812) 433-1118	
Email: dallen@warrickcountysheriff.org	

BUSINESS SERVICE ORDER

BURNINRSH: WARRICK COUNTY, COKING SIONERS JAIL		Phone: 812-433-761200		Fax: 812-433-000000		Date: 3/13/2017		Photo #: CPH-A15717	
		COKING SIONERS JAIL		CONTRACT TERM:		BALANCE DUE:		SALES TAXES:	
		30 months(s)		SALES TAXES:		SALES TAXES:		SALES TAXES:	

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March 27, 2017

WVW CABLE AND BUSINESS

Business:		WARRICK COUNTY TREASURER-OHIO TOWNSHIP	
CONTACT: Joe Gramannan		BILLING ADDRESS: 107 W LOCUST ST BOONVILLE IN 47601-1594	
Physical Address: 1021 Bell Oaks Drive, Ste D Newburgh IN 47630		Phone: 6126676125 Fed Tax ID:	
Signature: _____ Date: 2/3/17		Signature: _____ Date: 2/3/17	

Print Name: Steve Kestens

Title: WVW Customer Relations

Phone: 6126676125

Fed Tax ID:

WVW CABLE AND BUSINESS

Business:		WARRICK COUNTY TREASURER-OHIO TOWNSHIP	
CONTACT: Joe Gramannan		BILLING ADDRESS: 107 W LOCUST ST BOONVILLE IN 47601-1594	
Physical Address: 1021 Bell Oaks Drive, Ste D Newburgh IN 47630		Phone: 6126676125 Fed Tax ID:	
Signature: _____ Date: 2/3/17		Signature: _____ Date: 2/3/17	

Print Name: Steve Kestens

Title: WVW Customer Relations

Phone: 6126676125

Fed Tax ID:

BUSINESS SERVICE ORDER

Product		Description		Quantity		Initial		Monthly	
Order #	Line #	Description	Quantity	Renewal	Renewal	Usage	Usage	Initial	Usage
Order #:	Line #:	Description	Quantity	Renewal	Renewal	Usage	Usage	Initial	Usage
Order #:	Line #:	Description	Quantity	Renewal	Renewal	Usage	Usage	Initial	Usage
Order #:	Line #:	Description	Quantity	Renewal	Renewal	Usage	Usage	Initial	Usage
Order #:	Line #:	Description	Quantity	Renewal	Renewal	Usage	Usage	Initial	Usage
Order #:	Line #:	Description	Quantity	Renewal	Renewal	Usage	Usage	Initial	Usage
Order #:	Line #:	Description	Quantity	Renewal	Renewal	Usage	Usage	Initial	Usage
Order #:	Line #:	Description	Quantity	Renewal	Renewal	Usage	Usage	Initial	Usage
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Order #:	Line #:	Description	Quantity	Renewal	Renewal	Usage	Usage	Initial	Usage
Order #:	Line #:	Description	Quantity	Renewal	Renewal	Usage	Usage</td		

WATER BUSINESS

Business

PARTNERSHIP RELEASE AGREEMENT	
WOW! Business, a communications and cloud services provider, today announced that WARRICK COUNTY CASA or BOONVILLE , IN has selected WOW! Business to provide the following services/service.	
Data	Internet
Performance High Speed Internet (0-0-0)	Internet
Business Phone Basic (0-0-0)	Internet

PARTNERSHIP RELEASE AGREEMENT
cloud service provider, today announced that WARRIOR

WOW! Business	
Product	Description
Data	Business Internet & Email
Performance High-Speed Internet (DSL or T1)	Internet
Video	Business Phone (3-line CO-OP) (1 - 4 Lines)
Business Phone (3-line CO-OP) (1 - 4 Lines)	Business Phone (3-line CO-OP) (1 - 4 Lines)

WOW! Business provides IP-based networks, state, voice, internet services for small and medium businesses. WOW! Business offers local fiber-optic and coaxial networks in the Shreveport, Mid-Atlantic and Midwest which, along with its main centers, provide customers with reliable, low-latency access to national backbone backbones.

For more information about **WOW! Business SMTS**, enterprise and wholesale services, visit www.wow.com.

About **WOW! Business**

WOW! Business provides data, internet, voice and cloud services to business and wholesale customers in Illinois, Michigan, Indiana, Ohio, Kentucky, West Virginia and the Southeast. The company is dedicated to delighting customers with friendly, quality service, all delivered privately. **WOW!** is privately held and controlled by Astute Capital Partners, a private investment firm with **SECOND** business.

*As a representative of the business owner, I believe it's important to reflect on the company's strengths to enhance our marketing initiatives with **WOW! BUSINESS**. COUNTY CALLS has provided us with great resources. The information and support we receive from our sales force and management team is second to none. Our success is due to the efforts of **WOW! BUSINESS** for their services.*

WOW! BUSINESS may not always be the best choice to make enhancement of the relationship with your vendor and **WOW! BUSINESS** will

Joe J. Anderson
Inventor

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Continued

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into effective as of this **4th** day of April, 2017 (the "Effective Date"), by and between OLD NATIONAL BANK, hereinafter referred to as "Landlord", and WARRICK COUNTY COMMISSIONERS, hereinafter referred to as "Tenant".

RECITALS:

Landlord, for and in consideration of the rents, covenants and agreements hereinafter contained, and hereby agreed to be kept and performed by Tenant, or its successors, does by these presents agree to lease to Tenant approximately 1,354 square feet on the second floor of a building owned by Landlord and commonly known as 224 Main Street, Boonville, Indiana (the "Building") as hereinafter described, upon the terms and conditions set forth herein.

NOW, THEREFORE, the Landlord and Tenant agree as follows:

AGREEMENT:

1. Premises. Landlord leases to Tenant and Tenant hires from Landlord, space in Building with such space in such Building being described as follows:

Suite 202 in the Building as shown on the floor plan attached hereto as Exhibit A, which Landlord and Tenant agree consists of 1,354 rentable square feet.

The Premises is leased to the Tenant, together with the right to use in common with others the lobby, public entrances, public stairways, public elevators and other portions of the Building, and six (6) non-exclusive parking spaces in the parking lot located across the street from the Building, with all of such Public portions of the Real Property (as hereinafter defined in Section 10(2)(k)(v)) being sometimes hereinafter referred to as the "Public Areas".

April 15, 2017 (the "Commencement Date") and ending on April 30, 2022 (the "Term"); provided, however, Landlord shall have the right to terminate this Lease on sixty (60) days' written notice to the Tenant. Tenant shall have the right to terminate this Lease on sixty (60) days' written notice to Landlord if the Tenant's sublease with Friends of Warrick County CASA, Inc. is terminated for any reason. Tenant shall have the right subject to all of the terms and conditions of this Lease to enter the Premises prior to April 15, 2017 to paint the Premises. The color of the paint shall be subject to the approval of Landlord.

3. Landlord's Work. **A.S.I.S. Condition.** Prior to the Commencement Date, Landlord agrees to replace the carpet in the Premises and to have the Premises and the furniture in the Premises listed on Exhibit D professionally cleaned (the "Landlord's Work"). Except for the Landlord's Work, the Tenant accepts the Premises in their present "as is" condition, the Tenant

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acknowledging that it has inspected the Premises to its reasonable satisfaction and that no representation to the condition or repair of the Premises has been made by the Landlord or its agents.

4. Use:

(a) The Tenant, or any successors or assigns, approved by Landlord as provided without the consent of Landlord, shall have peaceful and quiet use and possession of the Premises for any use which is directly competitive with Old National Bank and its affiliates, subsidiaries, successors and assigns. For purposes of this Lease, uses which shall be deemed "directly competitive" with Old National Bank and its affiliates, subsidiaries, successors and assigns include (i) any place of business at which checking or savings accounts are opened or closed or deposits are received or for other similar financial services, including, but not limited to, credit unions, mortgage brokers (where real estate is collateral), savings banks, national or state chartered banks, (ii) stock brokerage offices and (iii) the location of any manned or unattended automatic teller machines or other similar banking facilities at which deposits are received or withdrawals are made.

(b) Tenant covenants not to conduct nor permit to be conducted in or on the Premises any activity in violation of any municipal, county, state or federal law, ordinance, statute or regulation incident to its occupancy of the Premises and its use thereof, but will conduct its operations so as to fully comply with same, and Tenant will not use the Premises in any manner unreasonably offensive to any other occupant or to create any noise, odors or nuisance therein which unreasonably disturb any other tenants outside the Premises.

(c) Tenant and Landlord covenant not to store or place any materials of whatsoever kind or nature or any obstruction in the Public Areas.

5. Quiet Enjoyment. Landlord hereby warrants that upon the performance by Tenant of all of the covenants, agreements, promises and provisions hereof on Tenant's part to be kept and performed, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of the Landlord or persons claiming by or through the Landlord.

6. Minimum Annual Rent. Commencing with the rental payment due on the Commencement Date, Tenant covenants and agrees to pay Landlord annually, as minimum annual rent for the Premises, an amount in the sum of Five Thousand Seven Hundred Dollars (\$5,700.00) per year (the "Minimum Annual Rent"). Such Minimum Annual Rent shall be payable in one installment in advance on the first day of May during the term of this Lease, at the offices of Landlord (Old National Bank, Attn: Real Estate Dept., P.O. Box 718, Evansville, IN 47708), or at such other place Landlord may designate, provided, however, Commencement Date is a date other than the first day of a calendar month or the expiration date is at date other than the last day of a calendar month, the amount of Minimum Annual Rent for

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any such fractional month shall be prorated based upon the number of days in such month. The Landlord consents to payments tendered directly by the Friends of Warrick County CASA, Inc. or its agents or representatives. The Tenant shall promptly pay such amounts to the manner specified, without prior notice or demand, and without reduction or set-off against any other amount due to Landlord, except as otherwise specifically provided in this Agreement. Minimum Annual Rent is due on the fifth day of each month in which it is due. Any Minimum Annual Rent and additional rent which is not paid when due shall bear interest at the rate of twelve percent (12%) per annum.

7. Additional Rent. In addition to the Minimum Annual Rent provided for in Section 6, above, any additional sums or monies to be paid by the Tenant hereunder and/or if the Landlord shall incur any reasonable expense or pay any monies in correcting or curing any violation of a covenant or obligation by the Tenant which continues beyond applicable notice and cure periods, the amount so paid or incurred shall, at the Landlord's option, and on thirty (30) days' notice, be considered additional rent ("Additional Rent"), payable by the Tenant within 30 days after receipt of such notice. The Minimum Annual Rent and Additional Rent are collectively, "Rent."

8. Security Deposit. WAIVED

Taxes and Insurance.

(a) Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed on or within the Premises.

(b) Landlord will pay on or before the due date thereof all ad valorem real estate taxes which may be levied or assessed by any lawful authority against the Building and Real Property.

(c) Landlord will maintain and pay on or before the due date thereof all insurance premiums for Special Risks Property Insurance on a full replacement basis covering the Building and its related parking lots, with coverage for the perils of flood and earthquake, in an amount equal to full replacement cost ("Property Insurance").

10. Services.

(a) Landlord, at its own cost and expense shall at all times during the Term, unless

stated otherwise:

(i) supply heat, air conditioning and ventilation from the system installed by Landlord during normal business hours between 9:00 a.m. and 5:00 p.m.; Monday through Friday, except bank holidays (local time). The Landlord may install an

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energy management system which may provide for night time and weekend service. If Tenant requires additional supply of heat, air conditioning and ventilation, such additional service will be provided by the Landlord on the execution of a written agreement by Landlord and Tenant agreeing to additional charges to be paid by Tenant to Landlord for such additional services.

(iii) provide hot and cold water in reasonable amounts for drinking, lavatory and toilet purposes;

(iv) provide electricity (and gas, if installed by Landlord), for usual and customary lighting and office equipment and appliances;

(v) maintain the exterior of the Building and the Premises and the surrounding real property owned or occupied by Landlord (the "Real Property"); and

(vi) maintain the exterior windows and doors to the Premises.

(b) Notwithstanding anything in this Section 1.0, to the contrary, any reasonable measure taken by the Landlord to comply with any rule, regulation, statute, executive order or any applicable governmental agency or office shall not be deemed to be a breach of the Landlord's obligations to provide any of the above-enumerated services.

(c) Tenant shall furnish and install all replacement lighting tubes, ballasts, lamps and bulbs required in the Premises, at Tenant's expense, or shall pay Landlord's reasonable charges therefor on demand.

(d) Landlord reserves the right to stop or suspend any or all of the above-mentioned services at any time when in the reasonable judgment of the Landlord such is necessary by reason of accident or emergency or for necessary repairs, maintenance, alterations, replacement or improvements of any part of the Real Property; provided, however, that Landlord shall use commercially reasonable efforts not to interfere with Tenant's use and enjoyment and access to the Premises.

(e) Landlord shall have no responsibility or liability to Tenant for failure to supply any or all of the above-enumerated services when prevented from doing so by laws, orders or regulations of any federal, state, county or municipal authority or by reason of labor strikes, acts of God, or any other cause beyond Landlord's control.

11. Interior Improvements.

(a) Tenant shall at no time or times make any alterations, installations, additions or improvements of any kind to the Premises without first securing the written consent of the Landlord, which consent to the Landlord shall not be unreasonably withheld, conditioned, or delayed. In seeking the Landlord's consent, the Tenant shall for any alteration requiring a building

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Permit submit to the Landlord the plans and specifications therefor, and, even if the Landlord shall provide its consent, such interior improvements shall only be made by contractors or mechanics approved by Landlord in the exercise of Landlord's reasonable discretion and in accordance with standards set by Landlord for the Building. All alterations, installations, addtions, or improvements consented to by Landlord shall be done at Tenant's sole expense and in such manner as Landlord may from time to time designate. Landlord reserves the right to require that any work performed be completed by a licensed union contractor approved by Landlord. Its undersigned are agreed that in making any such alterations, installations, addtions, or improvements, the Tenant shall fully comply with all applicable codes, ordinances, standards and requirements of the National Fire Protection Association, the International Building Code, the Indiana Building Code, and the Indiana Fire Code. Tenant shall not be liable to Landlord for or on account of the non-observance thereof. Tenant, furthermore, covenants at its own expense, to promptly comply with and do all things required by any notice served upon it or upon Landlord in relation to said Premises or any part thereof, from any federal, state, county and/or municipal authority caused by any alterations, decorations, installations, addtions or improvements of the Premises made by the Tenant. Landlord hereby consents to Tenant accessing the Premises prior to the Commencement Date (subject to all of the terms and conditions of this Lease) for the sole purpose of painting the premises prior to the Commencement Date in a color to be approved by Landlord. In addition, Landlord hereby approves the exterior signage as shown on Exhibit B to be installed by Tenant at its sole cost and expense which must be removed by Tenant upon the termination of this Lease.

(b) All alterations, installations, wiring, addtions, or improvements made by either of the parties hereto, union or otherwise, to or in the Premises, consisting, but not limited to, anything bolted, nailed, plumbed or otherwise secured in a manner permanently denoted to be permanent, except for shelves or other items that can be removed without material harm or injury to the Premises, shall be deemed to be fixtures inuring to the Building, and shall not be subject to attachment of a mechanic's, materialmen's or similar liens, and shall in any event be and become the property of Landlord and shall at the expiration of the term of this Lease or sooner termination thereof remain upon and be surrendered with the Premises without molestation or injury, except that Landlord may, by written notice to Tenant, require Tenant to remove all or certain designated partitions, wiring, railings and the like installed by Tenant, and repair any damage to the Premises caused by such installation or removal, all at Tenant's sole expense; provided, however, that when seeking the consent to any alterations, installations, addtions or improvements, as provided in Section 1.1(c), above, Tenant shall also specifically request that Landlord indicate whether such alterations, installations, addtions or improvements must be removed at the end of the Lease term. Filing cabinets and filing systems, work stations, bookshelves, desks, office furnishings, trade fixtures, business machines and equipment are excluded from the operation of the preceding sentence.

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12. Care of Premises.

(a) Tenant shall take good care of the Premises, fixtures and appurtenances thereto and suffer no waste or injury thereto.

(b) Except as provided in Section 1.1(b) above, at the expiration or earlier termination or cancellation of this Lease, Tenant shall surrender the Premises and fixtures therein in as good condition as they were at the beginning of the tenancy, normal wear and tear, and damage by casualty and condemnation, excepted.

(c) Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area which such floor was designed to carry, and which may be allowed by law. Landlord reserves the right to prescribe the weight and position of all such, telephone switchboards or other heavy equipment and to prescribe the reinforcing necessary, if any, which in the reasonable opinion of Landlord may be required under the circumstances, such reinforcing to be at Tenant's expense.

(d) There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of the Landlord by reason of inconveniences, annoyance or injury to business arising from the Landlord, Tenant or others making any repairs, alterations, addtions or improvements in or to any portion of the Building or Public Areas, or to fixtures, appurtenances, or equipment thereon; provided, however, Landlord shall undertake or shall require other tenants in the Building to underwrite any such expense, to Tenant.

(e) Except to the extent that such is attributable to the willful misconduct of Landlord or its contractors, agents or representatives, Landlord shall not be liable, for any loss or damage to Tenant or Tenant's property caused by weather, rain, snow, liquids and semi-liquids or from storms that may leak into or flow from any part of the Premises through any defects in its roof, walls, windows, curtains, walls, ceilings, plumbing or from any other source.

(f) Tenant shall contract for and provide weekly janitorial service for cleaning the Premises (Saturdays and Sundays and holidays excepted).

(g) Tenant will directly pay the respective provider for all utilities directly procured and consumed by Tenant at the Premises, which includes but is not limited to all electric, phone, and cable utilities. The Landlord consents to payments tendered directly by the Friends of Warrick County CASA, Inc. or its agents or representatives. Tenant shall not be required to pay for its consumption of electric, heat, air conditioning, and water, which shall be provided as part of the Minimum Annual Rent.

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13. Conformance with Laws, Regulations, Etc. Except as otherwise provided herein, Tenant shall execute and comply with all laws, rules, regulations, orders, directions and requirements of all governmental departments, bodies, organizations and with all reasonable rules, directions, requirements, recommendations and notices and with underwriters and other firms, organizations or associations of the local board of fire, attested, permitted and/or required by Tenant and/or such organization for the area in which the Premises are opposed to General Office use (in which the Premises are situated, per and/or duly made out or such compliance shall solely be Landlord's responsibility). In the event Tenant shall fail to comply with any of the aforesaid laws, rules, regulations, orders, directions, requirements or recommendations and such other things: (1) whether such Premises and/or its agents may suffer the consequences and take all such action and do all such work in or to said Premises as may be reasonably necessary in order to comply with such laws, rules, regulations, requirements or recommendations, and Tenant shall reimburse Landlord promptly upon demand and performing such work, Tenant shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Premises which will compromise Landlord's policies insuring, against loss or damage by fire or other hazards, including, but not limited to, public liability, and if anything done, omitted to be done or suffered to be done by Tenant, or kept, or suffered by Tenant to be kept in, upon or about the Premises shall cause the cost of fire or other insurance on the Premises or other property of Landlord in the Premises, to be increased beyond the minimum from time to time applicable to the Premises for use for the purposes permitted under this Lease, or applicable to such other property of Landlord for the use or uses made thereof, Tenant will pay the amount of such increase promptly upon Landlord's demand.

14. Americans with Disabilities Act Compliance. The parties acknowledge and agree that the Americans with Disabilities Act of 1990 (42 U.S.C. & 12101, et seq.) and laws, regulations and Guidelines promulgated thereunder, each as modified and supplemented from time to time (hereinafter collectively referred to as the "ADA"), establish requirements for accessibility and barrier removal (hereinafter "Requirements"), and that such Requirements may or may not apply to the Premises or installations in or upon the Premises (whether made by Tenant or by Landlord on behalf of Tenant), or (2) Tenant's particular use, manner of use or occupancy of the Premises (as opposed to general office use), or (3) any alteration affecting a primary function area, or triggers "path of travel" requirements. The parties hereto further agree that Tenant shall, at Tenant's sole cost and expense, take any and all action, including any required alterations necessary, to comply with any and all applicable ADA Requirements within the meaning of the ADA, with respect to Tenant's use and occupancy of the Premises or with respect to any abatement or nuisance:

(a) Impose any violation, order or duty upon Tenant arising from, or in connection with, Tenant's occupancy, use or manner of use of the Premises, or any inadmissible or constitutes a "place of public accommodation" under the ADA, or

(b) be required by reason of a branch of any of Tenant's covenants or agreements under this Lease, whether or not those Requirements shall now be in effect or hereafter

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enacted or issued, and whether or not any work required shall be ordinary or extraordinary or unforeseen or unforeseen at the date of execution of this Lease.

Landlord shall not be obligated to perform any alterations necessary to comply with any accessibility and barrier removal requirement referred to as the "ADA", established requirements for accessibility and barrier removal (hereinafter "Requirements"), and that such Requirements may or may not apply to the Premises or installations in or upon the Premises (whether made by Tenant or by Landlord on behalf of Tenant), or (2) Tenant's particular use, manner of use or occupancy of the Premises (as opposed to general office use), or (3) any alteration affecting a primary function area, or triggers "path of travel" requirements. The parties hereto further agree that Tenant shall, at Tenant's sole cost and expense, take any and all action, including any required alterations necessary, to comply with any and all applicable ADA Requirements within the meaning of the ADA.

15. Signs.

(a) Except for the signage shown on Exhibit B, Tenant shall not erect nor install any sign, nor other type display whatsoever either upon the exterior of the Building or within the Public Areas or the adjacent parking lots, upon or in any window, nor in any lobby, hallway or door therein located, without the prior express written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed.

(b) Landlord agrees to provide a listing to Tenant on the directory of tenants located in the Building showing the name and location of the Tenant within the Building. The Tenant may display its name and room number of the entry glass to the Premises.

(c) Landlord shall have the right at any time without incurring any liability to Tenant therefore to change the designation by which the Building is commonly known.

16. Rules and Regulations. All reasonable rules and regulations as Landlord or its agent may from time to time adopt and impose against all tenants in the Building by written notice to Tenant (the "Rules and Regulations") are agreed to be a part hereof as though incorporated verbatim at this point, shall be faithfully observed by Tenant, the employees of Tenant and all persons invited by Tenant into the Building. Landlord shall enforce such Rules and Regulations in a consistent and uniform manner against all tenants and occupants of the Building.

17. Access to Premises.

The Landlord shall retain duplicate keys to all doors of the Premises, and subject to the terms hereof, the Landlord or its agents shall have the right to enter upon the Premises in order to inspect same, or make such decorations, repairs, alterations, improvements or additions within said Premises or to the Building as the Landlord may deem necessary or desirable for the safety and preservation of the Building and/or show the Premises to prospective purchasers and mortgagors of the Landlord and during the last three (3) months of the term of this Lease or any renewal, or extension thereof to show the Premises to prospective tenants with at least twenty-four (24) hours' prior written notice to Tenant prior to any such entry permitted by this section.

Landlord reserves for itself the right to police and/or other control, in any reasonable manner, the Public Areas.

18. Subordination. This Lease and the Tenant's rights hereunder are subordinate to the operations and effect of any and all existing ground or underlying land leases of the Real Property and to all mortgages and/or deeds of trust now or hereafter placed upon the Real Property or any part thereof, or any encumbrances and/or easements, reservations, restrictions, covenants, conditions, or extensions thereto, provided, however, that so long as Tenant complies with the terms and conditions of this Lease, the Tenant shall have the right to continue possession of the Premises subject to all of the terms of this Lease.

20. Indemnity Against Liability and Tenant Insurance.

(a) Tenant shall protect, indemnify and save harmless Landlord, from and against, all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs, and expenses (including, without limitation, reasonable attorney fees and expenses) imposed on or incurred by or asserted against Landlord as a result of: (i) any accidents or injury to or death of persons or loss or damage thereto caused by third party, Landlord and its agents shall not be liable for interference of third parties with the light, air or other incorporeal hereditaments, nor shall Landlord be liable for any defect in the Building or its equipment, subject to all of the terms of this Lease.

(b) Tenant, at Tenant's own cost and expense, shall proceed and maintain insurance described on Exhibit C, attached hereto, applicable to the Premises protecting Landlord and Tenant against any and all claims for injury or damage to persons or property or for

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the loss or life of property occurring upon or in the Premises, and any property of Tenant located in the Building and Public Areas.

(c) Tenant shall provide any other form or forms of insurance as Landlord or Landlord's mortgagors may reasonably require from time to time, in form, in amounts and for insurance risks against which a prudent lessee would protect itself. Landlord and Landlord's mortgagors may reasonably require increases in the above-described coverage from time to time in which event Tenant shall obtain the same and pay the cost thereof.

(d) All such insurance shall be afforded under valid and enforceable policies; shall be issued by insurers of recognized responsibility reasonably acceptable to Landlord; and shall contain provisions whereby the insurer agrees not to cancel the insurance without thirty (30) days' prior written notice to Landlord. On or before the Commencement Dates, Tenant shall furnish certificates evidencing the aforesaid insurance coverage and renewal certificates shall be furnished by the Tenant to the Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

(e) Landlord and Tenant each hereby waive any rights they may have against the other on account of any loss or damage occasioned to the property of Landlord or Tenant, as the case may be, whether in respect of the Building, its contents, or the Public Areas or the Premises from any risk which is covered (or is required to be covered), by insurance policies required by this Section 20, or by Section 9. The Landlord and Tenant agree to include in its insurance policies a waiver of the insurer's right of subrogation against the Landlord or Tenant as the case may be.

21. Attorneys' Fees.

(a) In the event of any breach, or default on the part of the Tenant of any of the covenants, terms or provisions of this Lease necessitating the Landlord's employment of an attorney in connection with and as a result of the consequences of any such breach or default, if the Landlord prevails, the Tenant shall pay such reasonable costs and expenses and those entailed in preparation for litigation, including such items as reasonable attorney fees, the employment of expert witnesses and the fees and charges paid to them, court costs and all such costs and expenses incurred in preparation for the trial of the case, or cases, and the appeal or appeals, thereof, including the printing of briefs and records...

(b) In the event of any breach or default on the part of the Landlord of any of the covenants, terms or provisions of the Lease necessitating the Tenant's employment of any attorney in connection with and as a result of the consequences of any such breach or default, if the Tenant prevails, the Landlord shall pay such reasonable costs and expenses and those entailed in preparation for litigation, including such items as reasonable attorney fees, the employment of expert witnesses and the fees and charges paid to them, court costs and all such costs and expenses incurred in preparation for the trial and the trial of the case or cases, and the appeal or appeals, thereof, including the printing of briefs and records.

22. Assignment or Subletting.

Tenant consents to Tenant subletting said Premises, for the purpose above mentioned, to Friends of Warrick County C.A.S.A., Inc. Tenant, for itself, its legal representatives, successors and assigns, expressly covenants that it shall not assign, or mortgage or encumber this Lease nor its rights hereunder, nor sublet or transfer, in any manner whatsoever, its rights under this Lease or use, or permit the Premises or any part thereof to be used, by others without the consent of Landlord. In such event, the Tenant shall remain obligated to Landlord to pay all rent and other obligations due hereunder or from the Tenant's assignment, notwithstanding any provision to the contrary contained in the lease or agreement made by Tenant or his assignee, provided, however, that any such sublease shall be subject to all of the terms and conditions of this Lease.

Notwithstanding any other provisions of this Section to the contrary, Tenant agrees that it shall not assign or sublet the Premises without the written consent of Landlord, which consent Landlord may withhold in its reasonable discretion. In this regard, Tenant shall not discuss the Prospective subtenant or assignee without first discussing the prospective subtenant or assignee with the Landlord.

Tenant acknowledges and agrees that the quality and reputation of all tenants in the Building are primary concerns of Landlord. As such, Tenant agrees that it shall not assign or part thereof to any prospective subtenant or assignee without first discussing the prospective subtenant or assignee with the Landlord.

Notwithstanding any other provisions of this Section to the contrary, Tenant agrees that it shall not assign or transfer of the Premises or any part thereof to the Tenant during the term of this Lease and that notwithstanding any such assignment, mortgage, subletting or transfer, the Tenant shall continue to be fully liable under this Lease until the end of the Term (as hereininafter defined) of this Lease.

Landlord hereby consents to Tenant subleasing the Premises to the Friends of Warrick County C.A.S.A., Inc.; provided, however, that any such sublease shall be subject to all of the terms and conditions of this Lease.

23. Distressure, Fire, or Other Casualty. In case of partial damage to the Premises by fire or other casualty, Tenant shall give immediate notice thereof to Landlord, who may thereupon cause the damage to be repaired within one hundred fifty (150) days at the expense of Landlord, and to the extent that the Premises are rendered uninhabitable, Tenant shall make available insurance proceeds from insurance policies maintained by Tenant pursuant to the terms and conditions of this Lease.

Provisions of Section 20. For purposes of this Section only, the term "partial damage" shall be defined as damage to less than five percent (2.5%) of the Premises. In the event the Premises, this Lease, or the option of Landlord shall be so condemned, not to repair or rebuild the Premises, this Lease, at the option of Landlord, may be terminated upon thirty (30) days' written notice to Tenant and the Rent shall be abated proportionally to the area of the Premises condemned or taken. Tenant shall thereupon vacate the Premises and surrender the same to Landlord on or before the expiration of such thirty (30) day period. Notwithstanding anything contained herein to the contrary, if, in Tenant's reasonable opinion, it will require more than one hundred fifty (150) days to repair or rebuild the Building or the Premises, or if the estimated cost of repairing or rebuilding the Building or the Premises exceeds one hundred twenty-five (125) percent of the monthly rent due hereunder, Tenant may terminate this Lease by written notice to Landlord as of the date set forth in Tenant's notice to Landlord that this Lease shall return the over-deposit of any Rent, if any. Furthermore, in the event neither Party terminates this Lease, and Landlord fails to complete such repair and/or rebuilding within one hundred fifty (150) days, Tenant may, within thirty (30) days after notice to Landlord, terminate this Lease by written notice to Landlord, in which event Landlord shall return the over-deposit of any Rent, if any.

24. Condemnation. If the whole of the Building shall be lawfully condemned or taken in any manner, for any public or private use, then within one hundred eighty (180) days of the date of the condemnation, the Building shall be so condemned or taken, then effective as of the date of the taking of title, then either (a) the Rent payable hereunder shall be abated proportionally to the area of the Premises condemned or taken; or (b) Landlord may terminate this Lease upon sixty (60) days' written notice to Tenant. If greater than fifty percent (50%) of the Premises shall be so condemned or taken, then Tenant or Landlord may, at their option, by delivery of notice in writing to the other notice of vesting of title, terminating this Lease, and the entire Premises, or if the entire Premises are condemned or taken, then Tenant or Landlord may, at their option, by delivery of notice in writing to the other notice of vesting of title, terminating this Lease, and the entire Premises, or if the entire Premises are condemned or taken, except that the Rent payable hereunder shall be abated to the extent, if any, as set forth above in this Section 24. If only a part of the Premises shall be so condemned or taken and this Lease is not terminated as hereinabove provided, Landlord, with reasonable diligence and at its expense, restore the remaining portion of the Premises as nearly as practicable to the same condition as it was prior to such condemnation or taking, exclusive, however, of Tenant's personal property.

In the event of any condemnation or taking as hereinbefore mentioned of all or part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, except that Tenant shall be entitled to receive any award which is specifically granted by the condemning authority for relocation expenses or damages to its business.

25. Fixtures: Removal. Exs. If, after default in the payment of Rent or Additional Rent or default in the performance by Tenant of any obligation of the Tenant under the terms and provisions of this Lease, or upon expiration of the Term of this Lease, Tenant moves out or is

dispossessed, and fails to remove any property of Tenant at the time of such moving out or regard such property as abandoned by Tenant, in which case it shall become the property of Landlord, or shall have the right to demand that Tenant remove such property from the Premises and, in the event of failure of Tenant to comply with such demand within ten days after being served written notice, Landlord shall have the right to remove, sell or destroy such property, in which case Tenant shall be liable for the expenses incurred by Landlord in such removal.

26. **Insolvency-Bankruptcy:** In the event that as of the Commencement Date or any time thereafter during the term of this Lease, a petition, in bankruptcy or otherwise, is filed by or against Tenant, or if all or a portion of Tenant's property or interest in the Premises is taken by any creditor for the benefit of such creditor, Tenant voluntarily takes advantage of any debtor's assignment for the benefit of its creditors, or state law, then and in any of such events, and any such proceedings under or not disseminated within 90 days thereafter, the Landlord may, at its election and without further notice or demand, and either with or without entry upon the Premises or its dispositions, at any time thereafter cancel this Lease, by giving notice to Tenant. In such event, neither Tenant nor any persons claiming through or under Tenant or by virtue of any statute or order of any court shall be entitled to possession or to remain in possession of the Premises, but Tenant or any such Person or Persons shall forthwith quit and surrender possession thereof, and Landlord, in addition to any other rights or remedies which it may have by reason of any statute or rule of law, may retain as liquidated damages any rents, security deposits or money received by it from Tenant or from others on behalf of Tenant, and shall be thereafter entitled to recover damages in the amount equal to the present value of the rental obligation thereon stated less the fair rental value of the premises which it can obtain for the remainder of the stated term.

27. **Default by Tenant:**

(a) The Tenant shall be considered in default of this Lease at the option of the Landlord upon the happening of any one of the following events (each an "Event of Default"):

(1) Failure to pay when due Rent, Additional Rent or any monies to be paid hereunder hereby stipulated to be paid pursuant to the terms of this Lease where such default continues for a period of five (5) days after the service of written notice of such default by the Landlord on the Tenant;

(2) Failure to perform, or otherwise breach any of the terms, covenants or conditions of this Lease (other than the provision requiring the payment of Rent) where such default shall continue for a period of thirty (30) days (or such longer period, as reasonably necessary, if such cure cannot be effectuated within such thirty (30) day period); provided, however, Tenant is diligently pursuing such rights or remedies which it may have by reason of any statute or rule of law, to recover damages in the amount equal to the present value of the rental obligation thereon stated less the fair rental value of the premises which it can obtain for the remainder of the stated term.

28. **Default by Landlord:**

(a) The occurrence of an Event of Default, as hereinabove defined, in accordance with applicable law, Landlord may enter into and upon the Premises or any part thereof and take possession of the Premises and remove the Tenant or any other occupants, with or without terminating this Lease, and without prejudice to any of its remedies for Rent or breach of covenant, and in any such event may, at its option, terminate this Lease by giving written notice of its election to do so, or many, at its option, lease (upon such terms, conditions and rental as it deems proper) the Premises or any part thereof as the agent of the Tenant, or otherwise. In the event of any such reletting, the Tenant shall, without demand or further process of law, pay to Landlord, at the end of each month during the full term of this Lease, the deficiency of the net receipts being received by the Landlord from the Premises (after deducting from the gross receipts the reasonable expense of each and every kind incurred by Landlord in connection with the reletting of the Premises.) It is furthermore, expressly agreed that Landlord shall not be liable for any failure to re-let the Premises. Such re-leasing shall not operate as a termination of this Lease nor as a waiver or postponement of any right or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Agreement, on otherwise. Landlord agrees to use reasonable efforts (as required by Indiana law) to retel the Premises in the event Tenant defaults and vacates the Premises.

(b) The abandonment of the Premises by the Tenant coupled with nonpayment of Rent.

(c) Upon the occurrence of an Event of Default, as hereinabove defined, in accordance with applicable law, Landlord receives written notice from Tenant that such Default is past due and shall be considered a default under this Lease ("Landlord's Default"). If the Landlord's Default cannot be cured within such thirty (30) day period, Landlord will not be in default of this Lease if Landlord continues to cure the Landlord's Default within such thirty (30) day period and diligently continues to cure such Landlord's Default; provided, however, such Landlord receives such written notice from Tenant. If Tenant brings suit against Landlord for any breach by Landlord of any of its obligations heretofore and such a breach is determined to have occurred by Landlord will pay Tenant all costs and expenses incurred

under this Lease within thirty (30) days after Landlord receives written notice from Tenant that any such performance or observance by the Landlord at any other time, off a different or insufficient remedy and shall be deemed to be given to said Landlord by the terms hereof, or by law, and the mention in this Lease of any specific right or remedy shall not preclude Landlord from maintaining any action to which it may otherwise be entitled either as law or equity. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be liable to Landlord for any consequential or punitive damages under any circumstances.

29. **Landlord's Default:** Landlord's failure to perform or observe any of its obligations under this Lease within thirty (30) days after Landlord receives written notice from Tenant that any such performance or observance by the Landlord at any other time, off a different or insufficient remedy and shall be deemed to be given to said Landlord by the terms hereof, or by law, and the mention in this Lease of any specific right or remedy shall not preclude Landlord from maintaining any action to which it may otherwise be entitled either as law or equity. Notwithstanding anything contained herein to the contrary, in no event shall Landlord be liable to Tenant for any consequential or punitive damages under any circumstances.

30. **Waiver of Breach:** The failure of the Landlord or Tenant at any time to insist in any one or more instances upon a strict performance of any covenant of this Agreement or to exercise any right, remedy, or option herein granted or established by law, shall not be construed as a waiver or a relinquishment for the future of such covenant, right, remedy or option, but the same shall continue in full force and effect as if no breach had occurred unless otherwise agreed. The receipt and acceptance by Landlord of Rent, with knowledge of the breach of any term, covenant or condition hereof, shall not be deemed a waiver of such, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

31. **Notices.** Except as otherwise provided in this Agreement, any notice or communication which one party may desire or be entitled to give to the other party, shall be deemed sufficiently given or rendered if, given in writing to the parties to their respective addresses set forth below, and if sent Postage prepaid by certified or registered mail, return receipt requested, or by nationally recognized overnight courier (such as Federal Express), or to such other address as either party may in writing from time to time designate. Any notices given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

To Tenant:

Warrick County Commissioners
107 W. Court Street
Boonville, IN 47601

To Landlord:

Old National Bank
1 Main Street
Evansville, IN 47708
Attention: Office of General Counsel

31. **Successors and Assigns.** This Lease and the covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the Landlord, its successors and assigns, and shall be binding upon the Tenant, its successors and assigns and shall

inure to the benefit of Tenant and only such assignees of Tenant to whom the assignment by Tenant is proper pursuant to Section 22 of this Lease. Any reference to Landlord or Tenant herein shall, for the purposes of determining liability for property damage and the like, be deemed to include Landlord, its agents, employees, contractors, partners, licensees, invitees or visitors whosoever. It is agreed that whenever the singular or the masculine appears herein to the extent applicable, those terms shall include the plural and the feminine.

3.2. Right to Relocate. INTENTIONALLY OMITTED

3.3. **Inability to Perform.** This Lease and the obligations of Tenant to pay Minimum Annual Rent hereunder and perform all of the other covenants and agreements hereinunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied or is delayed in making any repairs, alterations, or decorations or is unable to supply, or is delayed from doing so by reason of strikes, any equipment or fixtures if Landlord is prevented or delayed from doing so by reason of strikes, any labor troubles or any outside cause whatsoever, including, but not limited to, governmental regulations or any national emergency, or by reason of any rate, order or regulation of any governmental agency or by reason of any governmental agency or by reason of the conditions, location or surroundings of the Premises or by reason of any cause beyond the control of Landlord, Tenant having been or subsequently to be created by war or crime, or by reason of the cause, then Tenant shall have the right to terminate this Lease without further liability hereunder upon thirty (30) days' written notice to Landlord.

3.4. **Severability.** The invalidity or unenforceability of any provisions, clause or phrase herein contained shall not serve to render the balance of this Lease ineffective or void and the same shall be construed as if such had not been herein set forth.

3.5. **Landlord's Title.** Tenant recognizes and agrees that the Landlord's title is and always will be paramount to the title of Tenant, and under no circumstances shall Tenant be empowered to do any act which can, shall or may encumber Landlord's title.

3.6. **Holdover.** If the Tenant shall occupy the Premises after the expiration of the term of this Lease, such occupancy shall be construed as an extension of this Lease on a month to month basis unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto. The Rent during any such month to month holdover period shall be equal to one hundred fifty percent (150%) of the monthly Rent set forth in Section 6 hereof per month. Following the Term, either party shall have the right to terminate this Lease by providing thirty (30) days' written notice to the other party.

3.7. **Estoppel Certificate.** Tenant shall, from time to time, upon not less than fifteen (15) days' prior written request by Landlord, execute and deliver to Landlord a statement in writing certifying that the Lease is undischarged and deliver to Landlord a copy of the lease, if there have been modifications, that said Lease is in full force and effect as modified and stating upon thirty (30) days' written notice to Landlord.

3.8. **No Representations by Landlord.** Landlord or Landlord's agents have made no representations or promises with respect to the Real Property or the Premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession or of the Premises by Tenant shall be conclusive evidence as against Tenant, that Tenant accepts said Premises and the Real Property (including, as aforesaid, the Building and the land upon which the Building is erected) and that the same were in good and satisfactory condition at the time such Possession was so taken.

3.9. **Brokers.** Each party hereto represents and warrants to the other that all negotiations relative to this Lease have been carried on by it directly without the intervention of any person who may be entitled to a brokerage or finders fee or other commission in respect of this Lease. Each party hereby agrees to indemnify and hold harmless the other Party against any and all claims, losses, liabilities and expenses which may be asserted against or incurred by it as a result of such other party's dealings, arrangements or agreements with any other person or firm relating to this Lease.

40. **Remedies Cumulative.** Mention in this Lease of any specific right or remedy shall not preclude Landlord or Tenant from exercising any other right or from having any other right or from maintaining any action to which it may be otherwise entitled, either at law or in equity; and the failure of Landlord or Tenant to insist in any one or more instances upon a strict performance of any covenant of the other under this Lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant, right or option, but it shall remain in full force and effect unless the contrary is expressly waived in writing by Landlord.

41. **Applicable Laws.** This Lease Agreement shall be construed under the laws of the State of Indiana.

42. **Captions and Headings.** The captions and headings throughout this Lease are for conveniences and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Lease, nor in any way affect this Lease.

43. **Recording.** The Landlord and Tenant hereby agree that prior to, or at the commencement or during the term of this Lease, at the request of the other, they will execute, acknowledge and deliver a short form of lease for recording among the Leases Records of Warrick County, Indiana. Recording charges and any other fees associated therewith shall be paid by the party requesting such recording.

44. **Amendments.** This Lease Agreement contains the entire agreement between the parties, and any executory agreement, hereinafter made, shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

45. **Environmental Matters.** Except for normal office items, Tenant shall not cause or permit any hazardous material to be brought upon, kept, flushed into sanitary sewers or used in or about the Premises by Tenant, Tenant's agents, employees or contractors, without the prior written consent of Landlord (which consent Landlord shall not unreasonably withhold if Tenant demonstrates to Landlord's reasonable satisfaction, that such hazardous material is necessary or useful to Tenant's business and will be used, kept, stored and disposed of in a manner that complies with all laws regulating any such hazardous material so brought upon or used or kept in or about the Premises). If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any hazardous material on the Premises creates or contributes to a violation of applicable environmental laws, rules, regulations, ordinances or standards, then Tenant shall indemnify Landlord, harmless from any and all claims, judgments damages, penalties fines, costs, or losses, which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the improvements, soil or ground water on or under the Building, if contamination is directly attributable to Tenant, its agents, representatives, employees, servants, guests, invitees, contractors, or agents, or if, in the event of such contamination, the foregoing, if not potentially have any material adverse long-term or short-term effect on the Building.

As used herein, the term "hazardous material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Indiana, or the United States Government. The term "hazardous material" includes, without limitation, any material or substance that is:

- (a) radioactive materials;
- (b)

(c) hydrocarbon which is deemed to be a hazardous substance by governmental authorities; (d) defined as a "hazardous substance" under applicable Federal, state, and local statutes, ordinances, and regulations; and

(e) defined as a "hazardous waste", pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended.

46. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

47. Landlord's Liability. Notwithstanding any provision to the contrary contained herein, Tenant shall look solely to the estate and property of Landlord in and to the building in the event of any claim against Landlord arising out of or in connection with the relationship of Landlord and Tenant, or Tenant's use of the Premises, and Tenant agrees that the liability of Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant or Tenant's use of the Premises shall be limited to such estate and property of Landlord other than the estate and property of Landlord in and to the building. No properties or assets of Landlord other than the estate and property of Landlord in and to the building, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment or other judicial process or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant or Tenant's use and occupancy of the Premises.

SEE NEXT PAGE FOR SIGNATURES

19

WITNESS the signatures of the parties hereto the day and year first above written.

OLD NATIONAL BANK

By: Mack T. Giroski
Mack Giroski, Senior Vice
President, Director of Finance

"Landlord"

WARRICK COUNTY COMMISSIONERS

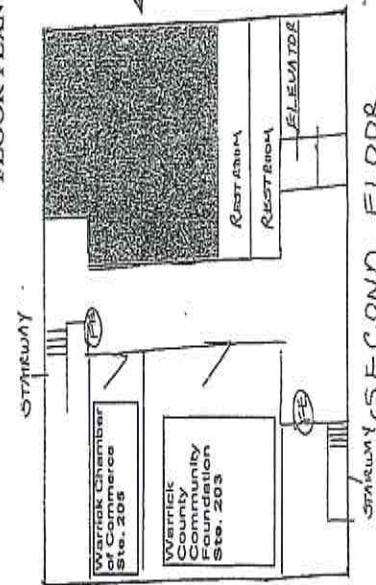
By: Marlin Weisheit
Marlin Weisheit, President

By: Don Saylor
By: Robert H. Johnson, Jr.
Don Saylor, Vice-President
Robert H. Johnson, Jr., Member
"Tenant"

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20

EXHIBIT "A"



STAIRWAY

STAIRWAY 5 E COND FLOOR

21

EXHIBIT "B"
EXTERIOR SIGNAGE

2:2

EXHIBIT "C"

**CERTIFICATES OF INSURANCE MINIMUM REQUIREMENTS
TENANTS**

The following documentation is to be required and obtained from all sub lessees or tenants who lease space from Old National Bank, its parent company, affiliates, or subsidiaries, divisions, successors, and assigns, its parent company, affiliates, or assigns.

- 1) The Certificate of Insurance must include:
 - a) Old National Bank as certificate holder.
 - b) Special Conditions must state: "Two Certificates Holder, Old National Bank, Inc parent company, affiliates, subsidiaries, divisions, successors and assigns and umbrella Policy for services rendered or performed."
 - c) Certificate of Insurance must detail limits, policy number, policy dates, and carriers for coverages detailed under Item 2 below.
 - d) 30-day policy cancellation notice.

- 2) Address of the leased location.

General Liability	Each Occurrence Limit	\$ 1,000,000
Damages to Rented Property	\$ 300,000	
Medical Expenses Limit	\$ 5,000	
Personal & Advertising Injury Limit	\$ 1,000,000	
Products Liability (Excludes)	\$ 2,000,000	
Products Complicated Corporation	\$ 2,000,000	
Auto Liability	Operations Aggregate Limit	\$ 2,000,000
Combined Single Limit for Bodily Injury and Property Damage, hired, owned, and non-owned Umbrella	\$ 1,000,000	
Umbrella Liability Policy	\$ 1,000,000	

Workers Compensation	Each Accident	\$ 100,000
Bodily Injury by Accident—Each Employee	\$ 100,000	
Bodily Injury by Disease—Each Employee	\$ 100,000	
Bodily Injury by Disease—Policy Limit	\$ 100,000	

PLEASE FORWARD DOCUMENTATION TO:

OLD NATIONAL BANK
Kathy Bouch
ONP-90723
P.O. Box 718
Evansville, IN 47705
Kathy.bouch@oldnational.com

2:3

EXHIBIT "D"
FURNITURE

Conference Room Table & Chairs
3x5 wooden shelf unit
Blue Sofa
Red Love Seat
3 Wood Desks
1 2-3 ft side cabinet
Microwave
Approximately 10 fabric customer/teal chairs-roller

2:4

Warrick County Claims for Payment

AFLAC PREMIUM HOLDING	4,985.86
BOONVILLE NATURAL GAS CORP.	3,170.64
BOONVILLE UTILITIES	6,174.29
BRETTON MUTUAL LIFE INSURANCE CO	1,940.52
CLARK, W. KRUSE	252.98
CLARK, DITZ, INC.	25,111.00
F & E CHECK PROTECTOR CORP	1,500.00
FIRST BANKCARD	1,082.64
HAFER ASSOCIATES INC.	2,750.00
HOOSIER BUSINESS MACHINES INC.	68.61
LOCHMUELLER GROUP	28,118.92
MORRIE DOLL	500.00
NEOPOST OPTAGE ON CALL	700.00
NOMAD TECHNOLOGY GROUP	2,252.63
PSC	157.27
SBAULDING, DALTON	30.00
SPRINT	593.06
THE LANG COMPANY	48.79
TREASURER STATE OF INDIANA	4,945.00
VECTREN ENERGY DELIVERY	1,606.72
WARRICK COUNTY TREASURER	2,900.00
WITH TECHNOLOGY, INC.	5,085.50
CLERK-TREASURER--BOONVILLE	145,617.58
CLERK-TREASURER--CHANDLER	4,034.42
CLERK-TREASURER--ELBERFIELD	1,444.92
CLERK-TREASURER, LYNNVILLE	27,916.92
CLERK-TREASURER--NEWBURGH	625,745.74
CLERK-TREASURER--TENNYSON	107.74
WARRICK COUNTY TREASURER	1,001.62
ALPHA LASERS SERVICES	237.00
BROWN COUNTY INN	24.63
CHANDLER UTILITIES	500.00
CLERK-TREASURER--NEWBURGH	2,409.00
FIRST BANKCARD	326.71
INDIANA AMERICAN WATER	89.00
KATHY MANNING	123.20
PIKE GIBSON WATER, INC	16.70
ROBIN GREENLEE (COFFC)	810.00
TRACTOR SUPPLY CO	17.48
VECTREN ENERGY DELIVERY	74.77

WOWI BUSINESS	3-810-18
BEINSTAR/HARTFORD-6795	18,521.57
BOONVILLE NATURAL GAS CORP.	822.73
BOONVILLE UTILITIES	420.24
BOURASSA, RONALD AND SANDRA	242.58
DANT, CARL	10.60
ENLOW, DAVID	32.80
FIFTH THIRD BANK	514.67
GALLOWAY, ROBERT	60.00
INDIANA OFFICE OF TECHNOLOGY	125.44
MEDICAL BENEFITS ADMINISTRATORS, IN	1,337,526.09
MORLEY & ASSOCIATES INC.	8,249.65
RAPP, JOHN	1,127.35
REICHERT, MICHAEL AND LORI	120.00
SOUTHERN DISTRICT CLERK'S ASSOCIAT	105.00
TIME WARNER CABLE	60.00
UNDERHILL, RANDAL	20.16
VECTREN ENERGY DELIVERY	609.38
WILSON, TRACY RENDELL	1,678.98
WICCA BEP PROGRAM	30.00
AMBER WHITTENBRAKER	82.29
ATT&T	16.06
BARBI SHELTON	4,725.00
BRITE	4,720.39
FINE & HATFIELD, PC	6,723.00
HOLLY KEY	16.06
KALFFMAN, MITZI	16.72
MARLIN WEISHEIT	228.19
MCMAHAN, DAVID AND ROBIN	34,260.00
SARAH E REDMAN	16.06
THE LANG COMPANY	64.55
TREASURER OF STATE OF INDIANA	232.98
U.S. BANK	20.931.51
WOWI BUSINESS	98.18
1ST CHANCE REALITY & INVESTMENTS, L	13,610.00
AMERICAN STRUCTUREPOINT INC	181.37
BAMBERGER FOREMAN OSWALD HAHN	41,658.00
BIEBM, JUDY	124.06
CATHY OSER	22.15
CHIH-MING YU & FU-MEI KAO	11,535.00
COOTONWOOD SOFTWARE	900.00
DUKE ENERGY	197.76
FINE & HATFIELD, PC	160.00
FIRST BANKCARD	132.70
GLASER, BEATRICE	10,205.00
HISTORIC NEWBURGH, INC	1,820.00

JSK ASSOCIATES INC	90.00
KIM KELLEY	21.90
MORLEY & ASSOCIATES INC.	5,610.55
PATRICIA PEHRY	165.56
PAXTON MEDIA GROUP, LLC	78.23
REED-VICTORIA	20,905.00
ROUSER, JASON & MELISSA ATTERTBURY	34,205.00
RUSSELL, MARK & KELLY	1,043.24
SHORT, KENT & KATIE	32,000.00
THE TALBET GROUP LLC	17,020.00
THE TOWN OF NEWBURGH	353.82
U.S. BANK	50.16
VECTREN ENERGY DELIVERY	634.35
WARRICK WELLNESS PATHWAYS	22,753.84
WEISHEIT, DEREK AND TAMMY	314.92
ZIEMER STAYMAN WEITZEL SHOULDERS	1,250.00
AINER HARDWARE	2,909.59
AIR GAS USA, LLC	100.00
ALEXANDER FUNERAL HOME--EAST	232.75
ALLEN PRECISION EQUIPMENT, INC	311.93
ALPH-A LASER SERVICES	769.37
ALT-STADT-HIGGS OFFICE CITY	162.30
BOONVILLE CONCRETE SUPPLIES	100.00
BUMPER TO BUMPER/BTB CHANDLER	95.03
BUSINESS EQUIPMENT, INC.	1,072.00
CDW GOVERNMENT, INC.	148.17
CHANDLER STAFFER & ALTERNATOR	291.00
CHIEF SUPPLY CORP	336.39
CMJ INC	349.00
CONDILS LAW, LLC	200.00
CONTINENTAL RESEARCH CORP	260.00
CORRISQFT, LLC	226.60
COUNTY COUNCIL ASSOCIATION	140.00

CRS ONE SOURCE(DIAFDS)	1,784.26
DAYLIGHT FARM SUPPLY, INC.	580.24
DEACONESS WOMEN'S HOSPITAL	78.23
DIGITAL ALLEY	140.68
DOSSETT CONSULTING	210.00
EAST LINES ANIMAL CLINIC INC	500.00
EMERGENCY PROF OF INDIANA PC	66.24
ENVIRONMENTAL MANAGEMENT CONSUL	199.07
EQUIPMENT MARKETING COMPANIES	3,600.00
ERS WIRELESS COMMUNICS	628.48
FARM BOY FOOD SERVICE	103.70
FIELDS LOCK CO., INC.	308.60
FERGUSON ENTERPRISES INC #1480	2,170.20
FRAZNTZ, STEPHANIE	30.00
GARCIA LAB	20.64
GARRY SLANKARD	200.00
GEM CHEMICAL COMPANY, INC.	126.50
GUARDIAN TRACKING, LLC	75.00
GUY GENTRY	1,376.08
HARDY BRAKE & ELECTRIC CO,INC.	2,563.00
HENDRICKSON ENTERPRISES INC.	50.00
HEPPNER-CRYSTAL CLEAN LLC	171.60
HINDERLITER ENVIRONMENTAL INC	25.06
HOOISIER BUSINESS MACHINES INC.	315.68
HUTSON, INC.	215.25
INDOFF, INC.	129.31
ENVIRONMENTAL TECHNOLOGIES, LLC	23.90
J & J SUPPLY, INC.	1,061.40
JACK SHREVE	135.25
JACKIE RAMSEY	7,847.80
JAMES M. JACOBI, MD PATHOLOGIST	24.05
JEFF WILLIS	1,785.00
JEFFREY L VALIANT	50.00
JOHN A. HEIDINGSFELDER, MD	1,041.37
KENWAY DISTRIBUTOR'S INC	40.54
KOehler FUNERAL HOME, INC.	396.00
LARRY'S AUTO REPAIR	100.00
LAW CHEVROLET BUICK PONTIAC	813.98
LIEBERMAN TECHNOLOGIES	1,726.67
METZGER CONSTRUCTION CO INC.	300.00
MELTHU CONSTRUCTION INC	3,718.38
MODERN MARKETING INC	11,966.00
MORRIE DOLL	186.33
MOUNTS ELECTRIC INC.	2,497.55
MULZER CRUSHED STONE, INC.	876.65
MULZER CRUSHED STONE, INC.	27,871.29

NEAL MEDIA	295.00
NIX SANITARY SERVICE	140.00
NOMAD TECHNOLOGY GROUP	149.00
O'REILLY AUTO PARTS	57.29
OFFICE DEPOT, INC. INCORPORATED	1,041.37
OFFICE DEPOT, INC.	62.36
PAXTON MEDIA GROUP, LLC	441.40
PC QUEST	97.50
PERFECTION HYDRAULICS, INC.	1,872.56
PIRANHA SHREDDING/RECYCLING INC.	1,165.75
PRINCETON DAILY CLARION	2,488.97
QUALITY CORRECTIONAL CARE, LLC	4,341.20
QUILL CORPORATION	90.00
RETAIL ACQUISITION & DEVELOPMENT	233.80
RICHARD I KIMMILLER	19.12
RUXER TRUCK CENTER	840.65
SATELLITE TRACKING OF PEOPLE LLC	11.99
SCHIRM MONUMENTS INCORPORATED	110.21
SHERWIN-WILLIAMS	54.64
SIGGELS	673.95
SIGNARAMA EVANSVILLE	87.82
SIGNS NOW	75.00
SOUTHEASTERN EQUIPMENT CO, INC	862.67
SOUTHERN IN IMAGING CONSULTING	510.29
ST MARY'S WARRICK EMS	88.46
ST MARY'S MEDICAL CENTER	90.00
ST MARY'S WARRICK EMERGENCY	599.00
STAPLES	238.00
STERNBURG INTERNATIONAL INC	700.55
SUPERIOR LAMP INC	745.00
SUPPLYWORKS	745.00
SYSCO LOUISVILLE FOOD SERVICES	235.00
TASER INTERNATIONAL	35.61
THE LANG COMPANY	22,550.00
TOTAL COURT SERVICES	292.88
TRACTOR SUPPLY CO	55.80
TRI-STATE FIRE PROTECTION INC.	1,248.00
TRI-STATE FIRE PROTECTION, INC.	1,173.59
TYLER TECHNOLOGIES, INC	200.00
UNIFIRST CORPORATION	13,250.70
VAN AUDSALL AND FARRAR	160.34
VANCE OUTDOORS INC	50.00
VANDERBURGH CO. SHERIFFS OFFICE	50.00
WABASH FOODSERVICE	50.00
WABASH VALLEY SERVICE CO	50.00
WARRICK AUTOMOTIVE SUPPLY	3,247.15

WARRICK CO JAIL COMMISSARY	2,135.75
WARRICK CO. SOLID WASTE MGMT DISTF	38.20
WARRICK COUNTY CARES	250.00
WARRICK COUNTY TREASURER	1,028.68
WARRICK PUBLISHING CO	226.73
WARRICK SOLID WASTE MGT DIST	582.07
WEK BANK	160.34
WILLIAM BYERS	50.00

Grand Total: \$ 1,575,826.91

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1, 6, March 27th, 2017. IC 5-11-10-2 permits the Governing body to sign the accounts payable Voucher Register in lieu of signing each claim the Governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: \$1,575,826.91. Dated this 27th day of March, 2017.

Marlin Weisheit, President


Dan Saylor, Vice President


Bob Johnson, Member


Debbie Stevens, Auditor

Commissioners Resolution 2017- 10

ATTEST:

C. Stevens
Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd L. Glass *By R.T.Y.*
Todd L. Glass, H.A.C. #13982-18

FIN B. & H. A. T. F. I. B. D. A. Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

Page 2 of 2



Broerman and sons will perform the following work for the Warrick county Veteran Affairs room:

All parts, labor and materials to install a new Goodman heat pump C in place of current air conditioner, new horizontal air handler in attic, new lineset, new thermostat, new secondary drain pan, new electric disconnect box, and all other necessary materials to complete the job. We will also run new low voltage wiring as well to allow operation of the heat pump. (Currently there is not enough conductor wiring to allow heat pump operation.) We will install new secondary drain pan, and 2 new return filter grille's in place of the current filter system. We will tie into existing duct, line, voltage, and drainage system. All equipment and installed parts will have a 10 year parts warranty, and a 1 year labor warranty.

\$ 3,983.00

Thank you,

Ben Broerman
812-853-8367



Broerman and sons will perform the following work for the Warrick county Veteran Affairs room:

All parts, labor and materials to install a new Goodman heat pump C in place of current air conditioner, new horizontal air handler in attic, new lineset, new thermostat, new secondary drain pan, new electric disconnect box, and all other necessary materials to complete the job. We will also run new low voltage wiring as well to allow operation of the heat pump. (Currently there is not enough conductor wiring to allow heat pump operation.) We will install new secondary drain pan, and 2 new return filter grille's in place of the current filter system. We will tie into existing duct, line, voltage, and drainage system. All equipment and installed parts will have a 10 year parts warranty, and a 1 year labor warranty.

\$ 3,983.00

Thank you,

Ben Broerman
812-853-8367

WARRICK COUNTY PURCHASING DEPARTMENT
107 West Locust Street
Room 310 - Old Courthouse
Boonville, Indiana 47601
Phone: 812-897-8622 Fax: 812-897-6136

FORM OF PROPOSAL

1 Date:	3-15-17
2 Governmental Unit:	WARRICK COUNTY COMMISSIONERS
3 Item(s) or project being bid:	NEW A/C INSTALLATION-VETERANS OFFICE
4 Offeror (Firm): Address:	Bearman & Sons 521 Staketan 47630
City / State / Zip:	Evansburg 47630
Telephone Number:	512-853-8367
Fax Number:	812-853-1200
Agent or contact person:	Ben Bearman
5 Total amount of offer:	\$ 3983.00

Pursuant to notices given, the undersigned offers to Warrick County in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is received. A certified check or bond shall be filed with each offer/proposal if requested, and liability for breach shall be enforceable upon evidence of financial responsibility.

Ben Bearman
Signature of Offeror or Agent

VII. TIMETABLE

If you were awarded this project, approximately when could you start and approximately how long do you think it would take to complete?
START: As soon as possible
COMPLETE: As soon as possible

VIII. BILLING

When the project has been satisfactorily completed, please issue an "itemized" invoice which breaks down all billed items (labor, equipment, parts, supplies, etc.) and shows each of their cost individually.

BILL and send the invoice to: Warrick County Commissioners
107 West Locust Street
Room 301, Old Courthouse
Boonville, Indiana 47601

IX. PROJECT MANAGER AND CONTACT PERSON

Joe Grassman: (Office) 812-897-8622; (Cell) 812-457-6732; (Fax) 812-897-6189; ((Cell))

457-6732; (E-mail) purchasing@warrickcounty.gov

X. SCHEDULING

Once awarded, the actual scheduling of this project should be coordinated with:
Robert Reynolds - Veterans Service Officer - (Phone) 812-897-6177;
(E-mail) veterans@warrickcounty.gov

Thanks and Good Luck!

Warrick County Commissioners
107 W. Locust Street
Room 301, Boonville, IN 47601
Phone: (812) 897-6129 Fax: (812) 897-6189
Don Williams Martin Webster Rick Reid

NON-COLLUSION AFFIRMATION

STATE OF INDIANA } ss:
WARRICK COUNTY }

The undersigned offeror or agent, duly sworn, under penalties of perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Ben Bearman & Sons
Offeror (Firm)
Signature of Offeror or Agent

Ben Bearman
Printed Name of Offeror or Agent

3-15-17
Date

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, promotion, or transfer, recruitment and selection for training, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Ben Brockman
Vendor Representative (please print)
Brockman & Sons
Vendor Name
521 State St. #7630
Vendor Address

Ben Brockman
Signed
812-853-8367
Telephone
3-15-17
Date

Addendum

WHEREAS, Brockman & Sons ("Successful Bidder") and the Warrick County Board of Commissioners ("Warrick County") has entered into a contract for the PURCHASE OF THE INSTALLATION OF A NEW A/C UNIT IN THE OFFICES OF THE WARRICK COUNTY VETERANS SERVICE CENTER ("Contract");

WHEREAS, the parties wish to supplement the terms of said agreement as provided herein; NOW, THEREFORE, the parties do agree that the Contract shall incorporate the following terms as though originally set forth therein;

1. As required by IC 22-5-1-7, Brockman & Sons does not knowingly employ an unauthorized alien. Brockman & Sons will not knowingly employ or contract with an unauthorized alien. Brockman & Sons will not retain an employee or contract with a person that it subsequently learns is an unauthorized alien.
2. As required by IC 22-5-1-7, Brockman & Sons will require its subcontractors who perform work under any contract as defined in IC 22-5-1-3, to certify to Brockman & Sons that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Brockman & Sons also understands that it is not required to participate if Brockman & Sons is an individual and does not employ any employees.
3. As required by IC 22-5-1-7, Brockman & Sons is enrolled in or will enroll in and will verify the work eligibility status of all items newly hired employees through the E-Verify program as defined in IC 22-5-1-3. Brockman & Sons understands that it is not required to participate if Brockman & Sons is an individual and does not employ any employees.
4. As required by IC 22-5-1-7, Brockman & Sons will require its subcontractors who perform work under any contract as defined in IC 22-5-1-3, to certify to Brockman & Sons that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Brockman & Sons will maintain this certification throughout the duration of the term of a contract with a subcontractor.
5. As required by IC 22-5-1-7, Brockman & Sons understands that Warrick County may terminate for default in this successful bidder job award winner fails to name a branch of IC 22-1 later than thirty days after being notified by Warrick County contained herein no later than thirty days after being notified by Warrick County.

By: Ben Brockman
Title: Vice President
Date: 3-15-17

WARRICK COUNTY COMMISSIONERS
107 WEST LOCUST STREET
SUITE 301
OLD COURTHOUSE
BOONVILLE, INDIANA 47601
Marlin Welshelt Dan Saylor Robert Johnson

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of:
(A) A Public Work Project - INSTALLATION OF A NEW A/C UNIT IN THE OFFICES OF THE WARRICK COUNTY VETERANS SERVICE CENTER.

We, Brockman & Sons, do hereby confirm we have thoroughly reviewed and completely understood all the terms, requirements and conditions contained within the invitation to quote (or bid) as provided to us by Warrick County or the Warrick County Purchasing Manager regarding the above purchase. We, also, hereby agree to accept, comply and abide by all such provisions.

Date: 3-15-17 Printed Name: Ben Brockman Signature: Ben Brockman Title: Vice President
Date: 4-3-17 Printed Name: Robert Johnson Signature: Robert Johnson Title: Agent of Warrick County

STATE OF INDIANA } ss: BEFORE THE BOARD OF COMMISSIONERS
COUNTY OF WARRICK } OF WARRICK COUNTY, INDIANA

**AGREEMENT AND ORDER FOR TEMPORARY CLOSURE OF A
PORTION OF Dickeyville Road (CR 350-N)**

Coal Reserves of Indiana, LLC, as successor by merger dated April 3, 2017, hereinafter called American Land Holdings, a wholly owned subsidiary of Peabody Energy Corporation, a Delaware Corporation, with principal offices located at 701 Market Street, Dickeyville Road, Evansville, Indiana 47628, filed its Petition for temporary closure or a portion of Dickeyville Road and Eby Road with the Honorable Board of Commissioners of Warrick County, Indiana, herein referred to as "Board", having regard or evidence thereon and being duly advised, now finds and agrees as follows:

1. **Temporary Closure.** The temporary closure of a following portion of Dickeyville Road, in Hart Township, Warrick County, Indiana, as depicted on Exhibit "A", and more particularly described as follows:
Beginning approximately 500 feet west of the Northeast Corner of the Northwest Quarter of Section 22, Township 4, Range 8, West, at the intersection of State Route 61 and Dickeyville Road, more particularly described as follows:
with Dickeyville Road, the east right-of-way of State Route 61, more or less, to a point 300 feet west of the intersection of Dickeyville Road with Eby Road (CR 100 W), located in the Southeast Quarter of the Northwest Quarter of Section 24, Township 4, South, Range 8, West;
is in the public interest and economic interest of the county and should be temporarily closed for a period of five (5) years.
2. **Traffic Flow.** The temporary closure of that portion of Dickeyville Road will not unreasonably interfere with the flow of traffic on the county road system.
3. **Public Safety.**
 - a. American Land Holdings shall erect and maintain all proper signage to warn and protect the public regarding the road closure.
 - b. American Land Holdings shall erect and maintain a gate or berm located near the intersection of Dickeyville Road and Eby Road.

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4. **Surety Bond.** American Land Holdings shall file with this Board a surety bond in the amount of five hundred twenty thousand dollars (\$520,000.00) for Dickeyville Road payable to Warrick County, conditioned on the restoration of that portion of said county road described above.
5. **Milling and Stockpiling of Millings.** American Land Holdings will remove and grind through mining operations to that portion of Dickeyville Road, which will actually be mined through stockpiled a maximum of one mile to a location convenient and acceptable to both parties. The Millings will be the property of the Board and must be removed from the stockpile location within six months; otherwise the Board will provide the services to remove the Millings to a location determined by the Board before the termination of the Millings direct contract with American Land Holdings will provide to accommodate loading the Millings directly onto Board's asphalt road portion restoration being 8.550 feet (1.62 miles), more or less;

6. **Restoration of Dickeyville Road.** The parties intend to replace and restore the asphalt and gravel portions of Dickeyville Road, more particularly described as follows:

Beginning approximately 675 feet northwest of the Southeast Corner of the Northwest Quarter of Section 22, Township 4, South, Range 8, West, also being the east right-of-way of State Route 61; thence southeasterly meandering a distance approximately 1.335 feet to a point on the south line of the Northwest Quarter of Section 22; thence easterly a distance of 7.25 feet to the Southeast Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, then to the proposed Eby Road, said gravel road portion restoration being 2.640 feet (0.50 mile), more or less;

and the following gravel portion of Dickeyville Road, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, also being the east right-of-way of State Route 61; thence southeasterly a distance of approximately 2.640 feet to the Southeast Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, then to the proposed Eby Road, said gravel road portion restoration being 2.640 feet (0.50 mile), more or less;

and the following gravel portion of Dickeyville Road, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, also being the east right-of-way of State Route 61; thence southeasterly a distance of approximately 2.640 feet to the Southeast Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, then to the proposed Eby Road, said gravel road portion restoration being 2.640 feet (0.50 mile), more or less;

and the following gravel portion of Dickeyville Road, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, also being the east right-of-way of State Route 61; thence southeasterly a distance of approximately 2.640 feet to the Southeast Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, then to the proposed Eby Road, said gravel road portion restoration being 2.640 feet (0.50 mile), more or less;

and the following gravel portion of Dickeyville Road, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, also being the east right-of-way of State Route 61; thence southeasterly a distance of approximately 2.640 feet to the Southeast Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, then to the proposed Eby Road, said gravel road portion restoration being 2.640 feet (0.50 mile), more or less;

and the following gravel portion of Dickeyville Road, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, also being the east right-of-way of State Route 61; thence southeasterly a distance of approximately 2.640 feet to the Southeast Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, then to the proposed Eby Road, said gravel road portion restoration being 2.640 feet (0.50 mile), more or less;

and the following gravel portion of Dickeyville Road, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, also being the east right-of-way of State Route 61; thence southeasterly a distance of approximately 2.640 feet to the Southeast Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, then to the proposed Eby Road, said gravel road portion restoration being 2.640 feet (0.50 mile), more or less;

and the following gravel portion of Dickeyville Road, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, also being the east right-of-way of State Route 61; thence southeasterly a distance of approximately 2.640 feet to the Southeast Corner of the Northwest Quarter of Section 24, Township 4, South, Range 8, West, then to the proposed Eby Road, said gravel road portion restoration being 2.640 feet (0.50 mile), more or less;

For a total road restoration being 11,200 feet (2.12 miles), more or less, as depicted on Exhibit "A";

under the following terms and conditions set forth:

- a. American Land Holdings has provided road dedications and route surveys to the County within the past six months for the current and proposed locations of the County Engineer.
- b. Until Dickeyville Road is restored and replaced to its current and proposed locations, American Land Holdings shall keep the surety bond current and proposed effective and shall not allow it to lapse, cancel, terminate or otherwise expire, until:

 - i. Dickeyville Roads is restored to the satisfaction of the County as evidenced by approval of the Board at a public hearing; or
 - ii. Route surveys are provided to the County and approved by the Board and the County Engineer;
 - iii. The Board approves of the release of said bond; and
 - iv. All other terms and conditions of this Agreement and Order are satisfied.

- c. If Dickeyville Road is replaced and restored to a location other than its current and proposed locations, then in addition to the other requirements set forth herein, American Land Holdings shall keep the surety bond current and effective and shall not allow it to lapse, cancel, terminate or otherwise expire, until:

 - i. American Land Holdings shall execute and deliver, or cause to be executed and delivered, onto Warrick County, an instrument of dedication for rights of way to a width of fifty (50) feet for replacement road, where American Land Holdings is the owner of such land;
 - ii. Should American Land Holdings not be the owner of lands for the road dedications described immediately above, American Land Holdings, in cooperation with the County, will undertake all reasonable steps to obtain road easements or, if necessary, title to the landowner's interest in the road, and shall pay for all of the County's reasonable expenses, costs and fees in obtaining the desired road easements, including without limitation, reasonable attorney's fees, title work and fees, title search costs, engineering fees, appraisal fees, land acquisition costs, expert witness fees, court costs and fees, land damages, severance damages, and any other damages or compensation payable to a landowner as a result of obtaining the desired road easement, all as determined by the County.

- d. Plans for the restoration and reconstruction of that portion of Dickeyville Road prior to the time that actual restoration and reconstruction work commences. That asphalt portion of Dickeyville Road above described should be restored and reconstructed to a minimum width of twenty-two (22) feet of 2.5" of asphalt binder with 1.5" of asphalt surface with a minimum shoulder width of two (2) feet, a minimum road aggregate base of eight (8) inches of rock (Sub-base 4 inch of #2 or #5, Base 4 inch #53) road base compacted to 95% modified, with grading of road slope, shoulder slope and ditches in accordance with county road standards. That gravel portion of Dickeyville Road described should be restored and reconstructed to a minimum width of twenty-two (22) feet with a minimum shoulder width of two (2) feet, a minimum road aggregate base of eight (8) inches of rock (Sub-base 4 inch of #2 or #5, Base 4 inch #53) road base compacted to 95% modified, with grading of road slope, shoulder slope and ditches in accordance with county road standards. Plans for such restoration and reconstruction shall be submitted to and approved by the County Engineer in writing prior to the time that actual restoration and reconstruction work commences.
- e. For the avoidance of doubt, the parties intend to replace and restore Dickeyville Road to as close as possible to its pre-mining condition, regardless of whether or not the roads are actually mined through by the mine.
- f. Notwithstanding any other provisions to the contrary, and in lieu of performing the work or making any other payment, upon replacement of Dickeyville Road base according to the Board's specification and approval, it mined through, and/or the Holdings will make a payment to the Board ("Payment"). The Payment will be based on that year's Board bid costs for asphaltiting of other similar county roads. The Board can use the Payment at their discretion.

- g. American Land Holdings represents and covenants that adjoining landowners to the affected portions of Dickeyville Road shall not be landlocked or otherwise prevented from accessing their land after the restoration of said temporarily closed road.

7. Restoration of Eby Road: The Parties intend to replace and restore a portion of Eby Road to as close as possible to its pre-mining location (proposed location), in Hart Township, Warrick County, Indiana, and more particularly described as follows:

Beginning 300 feet northeast of the Southwest Corner of the Northwest Quarter of the Northwest Quarter of Section 25, Township 4 South, Range 8 West, and intersecting with the existing Eby Road (therein a meander line) bearing a distance of 1.150 feet to the Northwest Corner of Section 25 and also being the Southwest Corner of Section 24; thence northerly along the west line of Section 24 and through the

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Northwest Corner of Section 24 a distance of 6.050 feet, also being approximately 800 feet north of the Southwest Corner of Section 13, to the existing Eby Road and the point of termination, said road restoration being 7.200 total feet (1.37 miles), more or less, as depicted on Exhibit "A"; under the following terms and conditions set forth:

- a. American Land Holdings shall restore Eby Road to the reasonable satisfaction of the County as evidenced by approval of the Board at a public meeting, and provide Route surveys to the County and approved by the Board and the County Engineer prior to the Eby Road dedication;
- b. If Eby Road is replaced and restored to a location other than its proposed location, American Land Holdings shall accomplish the requirements set forth:
 - i. American Land Holdings shall execute and deliver, or cause to be executed and delivered, onto Warrick County, an instrument of dedication for rights of way to a width of fifty (50) feet for replacement road, where American Land Holdings is the owner of such land.
 - ii. Should American Land Holdings not be the owner of lands for the road dedications described immediately above, American Land Holdings, in cooperation with the County, will undertake all reasonable steps to obtain road easements of twenty-five (25) feet on either side of the centerline of replacement road; and
 - iii. American Land Holdings will pay for all of the County's reasonable expenses, costs and fees in obtaining the desired road easements, including, without limitation, attorney's fees and costs, title work and fees, title search costs, engineering fees, appraisal fees, land acquisition costs, expert witness fees, court costs and fees, residue damages, severance damages, and any other damages, or compensation payable to a landowner as a result of obtaining the desired road easement, all as determined by the County.
- c. Plans for the restoration and reconstruction of those portions of Eby Road above described shall be submitted to and approved by the County Engineer prior to the time that actual restoration and reconstruction work commences. Those portions of Eby Road above described should be restored and reconstructed to a minimum width of twenty-two (22) feet, a minimum shoulder width of two (2) feet, a minimum road aggregate base of eight (8) inches of rock (Sub-base 4 inch of #2 or #5, Base 4 inch #53) road base compacted to 95% modified, with grading of road slope, shoulder slope and ditches in accordance with county road standards. Plans for such restoration and reconstruction shall be submitted to and approved by the County Engineer in writing prior to the time that actual restoration and reconstruction work commences.

- d. American Land Holdings represents and covenants that adjoining landowners from accessing their land after the restoration.

8. American Land Holdings as Subcontractor: The Board has subcontracted American Land Holdings, at no additional expense and liability to the Board, to restore and reconstruct the northeast portion of the proposed Eby Road, being within Section 7 - Restoration of Eby Road, according to Exhibit "A" of this Agreement.

9. Liens: The Board and American Land Holdings will have executed and delivered (upon execution of this Agreement) the First Amendment to Agreement Order for Temporary Closure of a Portion of Township and Eby Roads regarding the milling, stockpiling of milling, restoration, and payments.

10. Mileage: Reimbursement: That as reimbursement for the annual loss of revenue from the State of Indiana due to the removal of mileage from the county highway system covering the temporary closure, American Land Holdings shall pay unto Warrick County the amount of the annual tolls collected on the portion of Dickeyville Road annually during the period that said portion of Dickeyville Road above described is temporarily closed to the public, the first of which payments shall be when filling the surety bond with the Board for Dickeyville Road and on each anniversary date annually thereafter during the period of such closure.

11. Attorney's Fees: American Land Holdings shall pay the County's reasonable attorney's fees and costs incurred in the following instances and events: (a) for reviewing and revising this Agreement and Order; (b) to resolve any dispute arising under the Agreement and Order, including a dispute regarding the interpretation of the same; (c) as otherwise provided herein; (d) as required by statute; (e) as ordered by a court of law.

12. Indemnification: American Land Holdings, its agents, officials, and employees from all claims and suits including court costs, reasonable attorney's fees, and other expenses caused by any act or omission of American Land Holdings and its subcontractors, if any, in the performance of this Contract. The County shall not provide such indemnification to American Land Holdings.

13. General Provisions:

- a. Entire Agreement: This Agreement and Order sets forth the entire agreement and understanding of the parties hereto, superseding all prior oral and written agreements and understandings between the

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County and American Land Holdings. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Agreement and Order, and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

- b. **Waiver of Rights:** No right conferred on either party under this Agreement and Order shall be deemed waived, and no breach of this Agreement and Order excused, unless such waiver is in writing and signed by the party claimed to have waived such right. The County's review, approval or acceptance of their services required under this Contract shall not be construed to operate as a waiver of any rights under this Agreement and Order or of any cause of action arising out of the performance of this Agreement and Order, and American Land Holdings shall be and remain liable to the County in accordance with applicable law for all damages to the County caused under this Agreement and Order.
- c. **Severability:** In the event that one or more of the provisions contained in this Agreement and Order shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract.
- d. **Amendment:** No supplement, modification or amendment of this Agreement and Order will be binding unless in writing and executed by all of the parties that are signatories to this Agreement and Order.
- e. **Headings:** The headings of sections and subsections of this Agreement and Order are for the convenience of reference only and shall not affect the meaning or construction of any provision hereof.
- f. **Governing Law and Jurisdiction:** This Agreement and Order shall be subject to any, and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in the state court of Warrick County, Indiana or in the United States District Court for the Southern District of Indiana, Evansville, Indiana Division ("Courts"). The parties hereby irrevocably consent to the jurisdiction of the Courts.
14. **Assignment:** No party shall assign, transfer, pledge or grant any security interest in, or otherwise dispose of, this Agreement and Order or any interest in this Agreement without first obtaining the written consent of all other parties. Subject to the foregoing, this Agreement and Order shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
15. **Access to Information:** Upon request, American Land Holdings will provide the County with copies of all deeds, leases, and other documents of its ownership or control of the affected portions of the roadways described in this Agreement.

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IT IS THEREFORE CONSIDERED, ORDERED, AND ADJUDGED by the Board of County Commissioners of Warrick County, Indiana, that the findings of this Board above set forth shall be and are hereby incorporated in and made a part of this Agreement and Order of this Board without further repetition or enumeration therefore, and the same as if expressly herein set forth.

Approved this 1st day of May, 2017.

BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA


Dan Taylor

Marlin Weisheit

Robert H. Johnson, Jr.

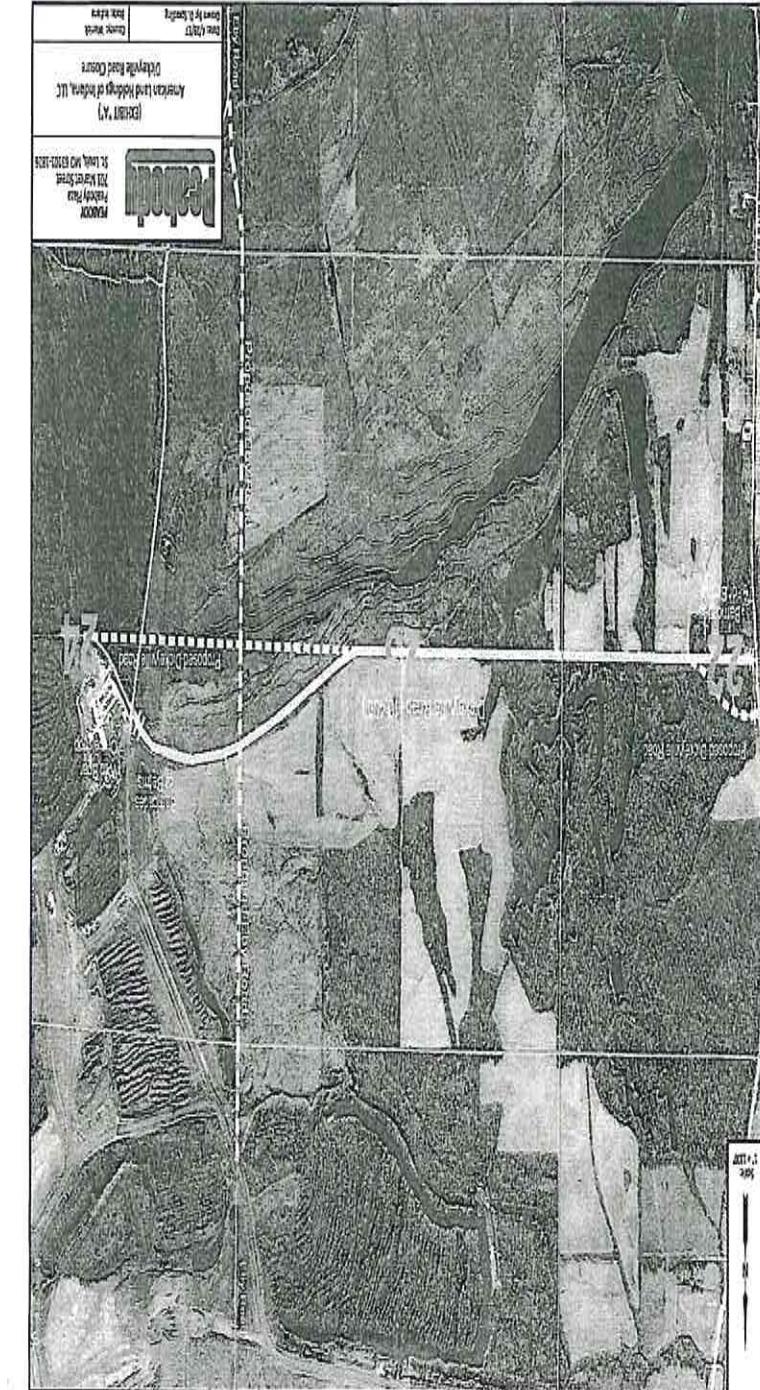
ATTEST:


Deborah K. Stevens, Auditor of
Warrick County, Indiana

The foregoing findings and order of the Board of County Commissioners of Warrick County, Indiana, are hereby accepted and agreed to by American Land Holdings of Indiana, LLC.

AMERICAN LAND HOLDINGS OF
INDIANA, LLC


Mark A. Scimio, Vice President



AMERICAN LAND HOLDINGS OF INDIANA, LLC	
BUS. OF AMERICA ACCT #111200	05/17/2017
PAY FOUR THOUSAND FIVE HUNDRED FIFTY USD AND 00 / 100	
Pay to the order of	WARRICK COUNTY COMMISSIONERS
ROAD FUND	PO BOX 111201, STE 301
BOOKEVILLE, IN 47601	UNITED STATES
1160000.8912 - 60811113738013359325311-	
Amount	600000.8912
4,650.00	
VOID 60 days after date of check	
AUTHORIZED SIGNATURE	
<i>John S.</i>	

Copyright © 2002 by Linda K. Brundage

KNOW ALL MEN BY

PRINCIPAL, and Trumbull, Casualty, and Surety, Companies, licensed to do business in the State of Indiana, are held and firmly bound unto WARRICK COUNTY, INDIANA, et al. WARRICK COUNTY, INDIANA, in the sum of \$1,500,000.00, Thousand and 500 Dollars.
COMMISISSIONERS, Colleged, in the penit of the County of Warrick, Indiana, on the 1st day of January, in the year of our Lord One thousand nine hundred and twenty-one, and in the year of the Christian era one thousand nine hundred and twenty-one, the Warrick County Casualty and Surety Company, et al. WARRICK COUNTY, INDIANA, do bind themselves, their heirs, executors, administrators, well and successional and assigns, jointly and severally, firmly by these presents,
HEREBY, the above bounded Principal has obtained a permit from the County to work within the public rights-of-way as indicated on the permit: Wild Boar Mine (Dickeyville Road - 10-00 Round Closure).
Temporary Closure. The temporary closure of a following portion of Dickeyville Road, in Herr Township, Warrick County,

Beginning approximately 600 feet west of the Northeast Corner of the Northwest Quarter of Section 24, Township 4 South, Range 8 West, also being 50 feet from the intersection of State Route 61 with Dickeyville Road; extending easterly along the center of Dickeyville Road a distance of 10,400 feet (1.97 miles), more or less, to a point 30 feet west of the intersection of Dickeyville Road with Eby Road [CR 100 W], incised in the Southeast Quarter of Section 24, Township 4, South - Range 8 West.

SECTION 24. TOWNSHIP, South Range West.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall remain in full force and effect until the time specified on the Permit for such completion, or shall remain in full force and effect until the time specified on the plans for such completion, and shall be terminated by the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the County. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed this 21st day of May, 2012.

American Land Holdings of Indiana, LLC
(Principal)
By James D. Thibault, Vice President
Business James P. Thibault

Trans.

Jameson M. Davis
Jameson M. Davis, Attorney-in-Fact
(Suresy)
of American

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ACKNOWLEDGEMENT BY SURETY

COUNTY OF ST. LOUIS

On this 2nd day of May, 2017, before me, Salenna Wood, a Notary Public, within and for said County and State, personally appeared Jeannette M. Davis, to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America, and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Missouri
County of St. Louis

SALLEN WOOD
Noisy Public - Missouri Seal
State of Missouri
St. Louis County
My Commission Expires July 17, 2019
Commission # 15-259105

- 79 - Warrick County Board of Commissioners Meeting Minutes

March 27, 2017

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

Travelers Casualty and Surety Company
Fidelity and Guaranty Insurance Company
St. Paul Fire and Marine Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

Attorney-In Fact No. 229587

Certificate No. 007193974

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Casualty and Surety Company, Travelers Casualty and Surety Company, Fidelity and Guaranty Company and corporations, duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Underwriters, Inc., a corporation, duly organized under the laws of the State of Wisconsin, herein collectively called the "Companies"; and that the Companies do hereby make, constitute and appoint

Thomas U. Krippeke, Susan R. Schwartz, Christina Barritt, Catherine L. Geimer, Eric D. Sauer, Sallena Wood, Jeanette M. Davis, and Jennifer Williams

of the City of St. Louis, State of Missouri, in their separate capacity if more than one is named above, to sign execute, and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be affixed to it, this 18th day of April, 2017

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

State of Connecticut
City of Hartford ss.

On this the 18th day of April, 2017 before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Casualty and Surety Company, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.

58440-6-18 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: Robert L. Raney, Senior Vice President

Maurie C. Toreault, Notary Public

Maurie C. Toreault
Maurie C. Toreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, Travelers Casualty and Surety Company, Fidelity and Guaranty Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Second Vice President, any Assistant Treasurer, any Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointment such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal beside, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognition, contract of indemnity, or writing, obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2017

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company

State of Connecticut
Seal of the State of Connecticut
1951

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Contract No:R -30473 **INDIANA Department of Transportation**
Construction Change Order and Time Extension Summary

Contract Information
 District: VINCENNES DISTRICT Contract No.: R -30473 Letting Date: 11/16/2016
Change Order Information
 Date Generated: 02/14/2017 Change Order No.: 002 PE/S: Price, Tyler
 Reason Code: ERRORS & OMISSIONS, Design/Plan Related EWA: Y or Force Acct: N

Description: Clearing Right of Way (6 Additional Trees) Status: Draft

Original Contract Amount	\$ 6,072,995.00	Percent: 0.054 %
Current Change Order Amount	\$ 3,304.81	Percent: 0.000 %
Total Previous Approved Changes	\$ 0.00	Percent: 0.054 %
Total Change To-Date	\$ 3,304.81	
Modified Contract Amount	\$ 6,076,299.81	

Time Extension Information
 Date Initiated 00/00/0000
 Original Contract Time
 Current Time Extension
 Previous Time Approved
 Revised Contract Time

Date Completed 00/00/0000
 SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
 SP Date 00/00/0000 or SP Days
 (SS = Standard Specification, SP = Special Provision)

SS Days 0 SP Days 0 SP Days Value \$ 0.00
 SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____
 SS Days _____ SP Days Value \$ _____
 SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
 SS Date 00/00/0000 or SP Days 0

Contract No:R -30473 **INDIANA Department of Transportation**
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority (\$ per Change Order) (Days per Contract)	DCE: _____	SCE: _____	* DDCM: _____
(- LE \$ 250K -) (- LE \$ 750K -) (- LE \$ 2 M -) (- GT \$ 2 M -) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)			
Verbal Approval Required? Y / N if Y, by _____ Date Issued			
Total Change To-Date>5%? Scope/Design Recommendation Required?	Y / N If Y , Copy to Program Budget Manager Y / N If Y, Referred to Project Manager(PM) _____		
Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date	Date to PM _____	Date Returned _____	Date _____
LPA Signatures Required? FHWA Signatures Required?	If N, Resolution: Approved _____ Disapproved _____	Resolved by _____ Date _____	Date _____
* Field Engineer Recommendation (Required for SCE or DDCM Approval) Field Engineer _____	Y / N If Y, Date to LPA _____ Date Returned _____	Y / N If Y, Date to FHWA _____ Date Returned _____	
Comments: _____			

Contract No:R -30473
Change Order No:002
Contract: R-30473
Project: 05-00636 - State-0500636
Change Order Nbr: 002
Reason Code: Clearing Right of Way (6 Additional Trees)
Reason Description: ERRORS & OMISSIONS, Design/Plan Related

CLN	P/N	PLN	Item Code	Unit	Unit Price	Qty	Comment	Amount	Change
0185	0500636	0186	CLEARING RIGHT OF WAY	LS	3.304.810	1.000	C	\$	3,304.81

Total Value for Change Order 002 = \$ 3,304.81

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

Change Order 2 is to include additional clearing of right of way for the removal of 6 trees that were purchased during right of way acquisition but not clearly identified on the construction plans. These trees are located at approx Station 278+50 RT Line C and are in conflict with the plan location of Wall 1.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: J.B. I. Construction LLC / JAC
Date: 3/17/17

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

INDIANA
Department of Transportation

Date:03/17/2017
Page: 3

Contract No:R -30473
Change Order No:002
Contract: R-30473
Project: 05-00636 - State-0500636
Change Order Nbr: 002
Reason Code: Clearing Right of Way (6 Additional Trees)
Reason Description: ERRORS & OMISSIONS, Design/Plan Related

CLN	P/N	PLN	Item Code	Unit	Unit Price	Qty	Comment	Amount	Change
0185	0500636	0186	CLEARING RIGHT OF WAY	LS	3.304.810	1.000	C	\$	3,304.81

Total Value for Change Order 002 = \$ 3,304.81

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Contractor: J.B. I. Construction LLC / JAC
Date: 3/17/17

INDIANA
Department of Transportation

Date:03/17/2017
Page: 4

Contract No:R -30473
Change Order No:002
Contract: R-30473
Project: 05-00636 - State-0500636
Change Order Nbr: 002
Reason Code: Clearing Right of Way (6 Additional Trees)
Reason Description: ERRORS & OMISSIONS, Design/Plan Related

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Contractor: J.B. I. Construction LLC / JAC
Date: 3/17/17

INDIANA
Department of Transportation

Date:03/17/2017
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

1) Macaulay J. Depp / Don Seifert
(SIGNATURE) (TITLE)

2) Robert H. Dill / John M. Dill
(SIGNATURE) (TITLE)

PE/S

SUBMITTED FOR CONSIDERATION

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level: Manager Name of Approver: John M. Dill Date: 3/21/17 Status: Approved

JBI CONSTRUCTION, INC.
10335 HEDDEN ROAD
EVANSVILLE, INDIANA 47725
(312) 867-5959
FAX: (312) 867-5993

CHANGE ORDER SUBMITTED TO:
American Structurepoint
Attn: Tyler Price
Email: tprice@structurepoint.com

JOB DESCRIPTION:
INDOT Project: R-30473
Lincoln Ave from Bell Rd to Lenn Rd
Newburgh, IN

CHANGE ORDER SUBMITTED TO:

American Structurepoint

Attn: Tyler Price

Email: tprice@structurepoint.com

ITEM	DESCRIPTION	Unit	EST. QTY.	UNIT PRICE	TOTAL
201-523270	Clearing Right of Way (6 Additional Trees)	LS	1.00	\$3,304.81	\$3,304.81

- * The above lump sum price includes complete removal of one (1) tree outside the construction limits:
 - At Station 276+50 RT (LOT # 111)
 - At Station 276+50 FT (LOT # 111)
- * The above price also includes grinding the stumps in place and fine grading yard area. Temporary Seed and Mulch shall be paid by contract unit prices.
- * No additional maintenance of traffic included as pricing is based on road closure conditions.
- * Above price is in addition to pricing sent on 2/8/17.

Breakdown

	Unit Cost	Overhead & Profit	Unit Price
Labor:	\$3242.54	20.00%	\$251.05
Equipment:	\$163.00	12.00%	\$171.36
Material:	\$0.00	12.00%	\$0.00
Subcontract:	\$2,684.00	10.00%	\$2,842.40

All material to be as specified and the above work performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner. Any alteration or deviation from the specifications involving extra costs will be executed only upon written order and will become an extra charge over the above estimate. All agreements extra contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, lorned and other necessary insurance on the above work. Workman's Compensation and public liability insurance provided by JBI Construction, Inc. per INDOT specifications.

Submitted By:

Casey A. Lasher

Date: February 14, 2017

ACCEPTANCE OF CHANGE ORDER, MUST BE SIGNED & RETURNED BEFORE WORK IS PERFORMED.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

SIGNATURE:

Date:

If acceptable, please return by fax, or mail, a signed copy of this proposal. Thank you.

Equal Opportunity Employer

WARRICK COUNTY COMMISSIONERS
107 WEST LOCUST STREET
ROOM 301, OLD COURTHOUSE
BOONVILLE, INDIANA 47601
Marlin Weisheit Dan Saylor Robert Johnson

"NO COST" SALVAGE AGREEMENT"

"The NorthCraft Property" – Spring of 2017

As attested by their signature below, an authorized representative of Salvage Candy Inc. (SCI), 3500 South Weinbach Street, Evansville, Indiana 47714, does, hereby, accept the terms and conditions of this agreement as presented below and agrees to enter into an arrangement with the Commissioners of Warrick County for the purpose of removing salvageable items and materials from the County owned abandoned residential property at 7722 Oak Grove Road, Newburgh 46730.

TERMS AND CONDITIONS

- 1.) SCI agrees to supply all the manpower and equipment required to execute and complete this project.
- 2.) When the project is completed, SCI will supply the County with a list of all items or materials salvaged from the site.
- 3.) Any permits or licenses required for this project will be the responsibility of SCI.
- 4.) As soon as any of the salvaged materials are loaded into or onto vehicles operating in the service of SCI, they, at that point, become the legal property and responsibility of SCI.
- 5.) SCI will assume ownership of all salvaged materials in lieu of any monetary reimbursement to or from Warrick County.
- 6.) In preparation of this building being demolished, all utilities have been disconnected at Warrick County's request.
- 7.) Before SCI can begin this project, they must provide Warrick County a Certificate of Insurance (COI). The COI should be submitted to the County's Purchasing Manager: Joe Grassman.

Environmental
Management Consultants

INVOICE

RECEIVED
MAY 8 2017

4227 Main St., Evansville, IN 47608 (812) 424-7797

Warrick County Commissioners
107 W Locust
Ste 301
Boonville, IN 47601
Joe Gressman

Invoice number 10488
Date 05/22/2017
Project 17065 Warrick County Commissioners
(7722 Oak Grove Rd.)

NESHAP Inspection for the property located at 7722 Oak Grove Road in Evansville, Indiana

Invoice Summary
Description
17065 7722 OAK GROVE ROAD

Aging Summary	Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120	Total	Invoice total
10488		05/22/2017	728.43	728.43	0.00	0.00	0.00	0.00	728.43	728.43

Thank you for your patronage. Past due invoices over 30 days will be assessed a finance charge at the rate of 1.9% per annum. If you have any questions regarding this invoice, please contact Chris Morlock at 812-424-7768 within 10 days from the date of this invoice.

Warrick County Commissioners
Invoice number 10488
Invoice date 05/22/2017